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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1883.

No. 100.

477-504

MAX SCHOTT, APPELLANT,

vs.

JOSEPH L. HUDSON, ASSIGNEE IN BANKRUPTCY OF SAMUEL SCHOTT AND PHILIP FEIBISH, JOHN E. WELLS, AND SALMON S. MATTHEWS.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MICHIGAN.

FILED OCTOBER 11, 1880.

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1, 2, 3 *Bill of complaint.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

To the judges of the circuit court of the United States for the eastern district of Michigan:

Joseph L. Hudson, assignee of Schott & Feibish, in bankruptcy, of the city of Detroit, Salmon S. Mathews, of the city of Pontiac, and John E. Wells, of East Saginaw, and all citizens of the State of Michigan and residing within said eastern district of Michigan, bring this their bill of complaint against Max Schott, a citizen of said State, for matters relating to proceedings in bankruptcy pending in the district court of the United States for said eastern district of Michigan, and thereupon your orators complain and say:

1. Upon information and belief, one Samuel Schott was for some time prior to 1875 engaged in and carrying on the business of selling ready-made clothing at retail at the city of East Saginaw in said district, and that while so engaged he had in his employ or interested with him, his brother, Max Schott, said defendant, and that one Joseph Leloux was clerking for him at East Saginaw, aforesaid.

4 That the said Samuel Schott, in the spring of 1875, also opened a like business in the city of Detroit, which consisted of the selling of ready-made clothing at retail, and associated with himself his brother-in-law, Philip Feibish, and continued to carry on the said business until 1877, in the city of Detroit with the said Philip Feibish.

That in the spring of 1873 the said Samuel Schott opened a store in Bay City and associated with him, or employed as his clerk, the said Joseph Leroux, placing him in charge of said business in Bay City. That the said Joseph Leroux at that time was a man without property or means, and without pecuniary responsibility. That the goods with which they started said business at Bay City were taken from the store at East Saginaw.

That the business at East Saginaw was continued by said Samuel Schott, who claims that Max Schott was interested with him either as clerk or partner, and the business was left largely in the charge of said Max Schott.

That the three houses at Detroit, East Saginaw, and Bay City continued the business from the dates aforesaid down to the fall of 1877, when the said Schott and Feibish claimed to have become embarrassed in business and were unable to meet their liabilities, and thereupon on or about
5 the 14th day of September, 1877, the said Schott & Feibish filed their voluntary petition in the said district court of the United States in bankruptcy alleging that they were bankrupt, and upon the same day the said Samuel Schott and Max Schott also filed a voluntary petition in the same court, claiming that they were bankrupt, and after the filing of the said petition they proposed a composition with their creditors. Their creditors at that time were largely residents of the city of Rochester, in the State of New York, and in the city of Buffalo, in the State of New York, and in order to procure an acceptance of their proposition, they claimed that

the two firms were indebted about $40,000, and that they had goods and assets nominally valued at $18,000, or thereabouts, and such proceedings were thereupon had that the composition was *a*ffected and the resolution for composition was ordered recorded on the 13th day of November, 1877, which composition was for thirty-five cents on the dollar.

Immediately after said composition the said Schott and Feibish commenced to purchase goods upon credit and upon time, most of their purchases being on time of four months, and they so continued their purchases until they amounted to the sum of $46,000 and upwards, the new purchases being made of Cauffman & Dinkelspiel; A. N. Sloman & Son; H. Michaels & Co.; Strauss, Moore, Beirs, Oppenheimer, Hays & Co.; A. Stern & Co.; Nathan Levi & Co.; James McDonald & Co.; Kolb, Rosenburg & Co.; Jettles & Resertz, all of the city of Rochester, in the State of New York, and from other firms.

6 At the time of said purchases the said Schott and Feibish claimed and represented that they purchased said goods to carry on a retail business in Detroit, and not to wholesale said goods, and said goods were sold to them for retail purposes and not to wholesale.

2. After said purchases were so made by said Schott and Feibish they immediately began to ship to the house at Bay City, and also to the house at East Saginaw, managed by the said defendant, Max Schott, so that goods sent to each of said houses amounted to $10,000 and upwards, and the said goods were sent there without payment therefor and for the purpose of disposing of the same so as to place them beyond the reach of their creditors who had sold them the goods.

That about that time the said Schott & Feibish, conceiving the idea of further changing the goods so purchased by them from their possession, transferred a large part of the stock of goods so purchased to a store in the city of Detroit and near their place of business, and place' that in charge of one Joshua W. Smith, a man wholly without means with *with* which to purchase or pay for any goods; that the goods so placed in charge of said Joshua W. Smith from the stock so purchased by the said Schott and Feibish amounted in value to $10,000 and upwards; that the said Joshua W. Smith continued to sell and dispose of the goods, but entirely under the direction and control of said Schott and Feibish and for their benefit and advantage, as claimants are informed and believe.

7 That the said Schott and Feibish continued to sell goods at their place of business also until on or about the 8th of March, 1878, when the bills for the purchase of said goods, made after their first composition, were about maturing, and, having placed out of their nominal possession all of their goods and assets, including those purchased after their composition, as well as those held before, until they had reduced their stock about $11,000 in nominal value of goods of the poorest of the stock, and of the actual value of about $5,000, they, on the 8th of March, 1878, made a common-law assignment of their assets to a particular friend of theirs, Adolph Freund, and placed him in possession of said stock.

That no payments were made by the said Schott and Feibish upon the goods purchased after said composition, except a few hundred dollars, and that the same thus remain almost wholly unpaid for.

3. These complainants state that the creditors of said Schott and Fei-

bish, to wit, Cauffman & Dinkelspeil, I. N. Sloxman & Sons, H. Michaels & Co., Strouss, Moore & Beirs, Oppenheimer, Hays & Co., A. Stern & Co., Nathan Levi & Co., James McDonald & Co., Kolb, Rosenberg & Co., Jettles & Leberitz, all of the city of Rochester, in the State of New York, learning that the said Schott & Feibish had been disposing of their goods, and had finally made an assignment of the remnant that they had left about the time their bills were maturing, instituted proceedings
8 in the court of bankruptcy, to wit, in the United States district
court for said eastern district of Michigan, against the said Schott and Feibish, to wit, Samuel Schott & Phillip Feibish, by filing a petition in said court praying that the said Schott and Feibish might be adjudged bankrupts; they also filed a petition showing the disposition of their property in fraud of the bankruptcy act, and obtained from the said court a provisional warrant, which was issued out of and from the said district court on the day of the filing of said petition, to wit, the 14th day of March, 1878, which provisional warrant was directed to the marshal of said district, and was placed in the hands of this complainant, Salmon S. Mathews, who was then the marshal of said district and acting as such.

4. The said petitioning creditors upon investigating the facts became satisfied that the goods so placed in the possession of the said Joshua W. Smith by said Schott and Feibish, and the goods so sent to the East Saginaw house to Max Schott, and the goods so sent to Bay City to said Joseph Leroux and Max Schott, were transferred to said parties by the said Schott & Feibish in violation of the provision of the bankruptcy act, and when they, the said Schott & Feibish, were insolvent; that said goods were received by the said Smith, the said Max Schott, and the said Leroux,
9 and the said Adolph Freund, knowing that the said Schott & Fei-
bish were then insolvent, and that the transfer was made with a view to prevent the property from coming into the hands of an assignee in bankruptcy, and that in fact no real sale of the property was made or intended, they, the said creditors, insisted that the said goods and chattles were a part and parcel of the assets of the said Schott & Feibish, and that the said goods were liable to seizure by said marshal under said provisional warrant, and demanded that the said marshal should seize and hold the same, and they gave to said marshal the bond of indemnity required by general order thirteen.

5. The said Salmon S. Mathews, believing the claim made by said creditors to be just, proceeded, under and by virtue of said provisional warrant, to demand the goods from said Adolph Freund, which had been transferred to him by virtue of said assignment, and the said Adolph Freund turned the same over to him; said goods, although nominally of the value of about $11,000 at cost price, were the inferior part of the goods, and were of the actual value of only about $5,000.

6. That upon inquiry as to the stock of goods that had been in possession of said Joshua W. Smith, the said creditors and said marshal
10 ascertained that they had been taken from the store secretly and
boxed up, and it was claimed that they had been shipped away out of the State, and to Montana. According to the best information they could obtain a man by the name of Samuel Schwab had come here from St. Louis, by request of a telegram from Schott & Feibish, or one of them, and had made a pretended purchase of said goods and shipped

them, as it was claimed, to Montana, where it was claimed he resided. Search was continued for said goods from that time by said marshal & others in his employ without success until on or about the 29th day of March, 1878, said marshal learned that said goods were secretly stored in an upper loft of the store of Henilman, Butzel & Co., in the boxes in which they had been taken from the store occupied by Smith; said marshal went at once & seized said goods and took them into his possession, by virtue of said provisional warrant, as part of the assets of said bankrupts, Schott & Feibish; said goods were contained in twenty-three boxes and two trunks, which boxes were marked "S. S. (or S.) Schwab, Helena, Montana." At this time the said creditors and said marshal learned that said Leroux, at Bay City, was selling goods from his stock at auction, and otherwise making unusual efforts to dispose of goods 11 by direction of said creditors, and by virtue of and with his provisional warrant said marshal went to Bay City and seized the goods in the possession of said Joseph Leroux, as a part of the assets of said Schott & Feibish, bankrupts, and fearing that disposition of the goods in his possession would be made by said Max Schott, said marshal, under the advice and direction of said creditors, proceeded to East Saginaw and took the goods there into his possession, as a part of the assets of said Schott & Feibish, under said provisional warrant. The seizure of said stock of goods, to wit, those in the boxes and trunks, marked "S. S. (or S.) Schwab, Helena, Montana," those in possession of Leroux at Bay City, and those in the possession of Max Schott, in East Saginaw, were all made on the 29th day of March, 1878; said creditors and said marshal believed and had reason to believe that unless said stocks of goods were at once seized they would be sold and disposed of, and placed beyond the reach of creditors in said bankruptcy proceedings, and that all the parties connected with their disposition were irresponsible, and that the creditors would lose their remedy against said assets without said seizure. At Bay City, Myrom Bunnel, a deputy of said complainant, Salmon S. Mathews, and Horace Beckett, as an aid and assistant, took part in the seizure of said goods. At East Saginaw, John E. Wells, a deputy 12 of said marshal, took part in the seizure of said goods in the possession of Max Schott; and after said seizure said Salmon S. Mathews, said United States marshal, and persons in his employ, proceeded to take a complete inventory of said goods and have the same appraised by disinterested parties; and those taken from East Saginaw, from said Max Schott, having been thus inventoried, were appraised at $8,529.75.

7. Proceedings were afterwards had upon said creditors' petition for the adjudication of said Samuel Schott & Phillip Feibish as bankrupts, and on the 18th day of April, 1878, they were upon said petition and in said matter duly adjudged by the said district court of the United States for the eastern district of Michigan, and it was referred to the Hon. Horey K. Clark, register in bankruptcy in said district, to call a meeting for the election of an assignee. A meeting of said creditors was duly called before said register for the 6th day of May, 1878, and notice thereof was duly given to the creditors of said bankrupts; and on said day, a meeting of said creditors, this complainant Joseph L. Hudson, of the city of Detroit, was duly elected assignee of said bankrupts, and on the same day he filed his 13 bond as such assignee, which was duly approved, and he thus be-

came qualified to act as assignee of said estate; and upon the same day an assignment of the estate and effects of said bankrupts was duly made and delivered to him, by which he became entitled to all the effects of said bankrupts.

8. After the seizure of said several stocks of goods as aforesaid, the said complainant Salmon S. Mathews, as marshall, continued to hold the said goods under his provisional warrant until the election and qualification of said Joseph L. Hudson as assignee, on the 6th of May, 1878, when he turned all of said goods and chattles over to said Hudson, as the assignee of said bankrupts, and the said Hudson took possession of the same as part of the estate of said bankrupts.

9. On the 6th day of April, 1878, said Max Schott, claiming to own the goods so taken by said Salmon S. Mathews as marshal, under the said provisional warrant, from his possession at East Saginaw, commenced a suit by summons, returnable on the 7th day of May, against these complainants Salmon S. Mathews and John E. Wells, in the circuit court for the county of Saginaw; that a declaration was then filed in said cause, a copy of which is hereto attached and marked "Exhibit A." Said suit is 14 to recover the value of the same goods so seized by said Salmon S. Mathews under said provisional warrant and taken from the possession of said Max Schott; that although the said Salmon S. Mathews and John E. Wells entered the store in which the said goods were, they did so in a peaceable and quiet manner, doing nothing more than that what was necessary to inventory and remove said goods, and they remained no longer in said store than the time necessary for such inventory and removal, and whatever they did therein was only such acts as were necessary to enable them to seize and remove said goods; that no damage whatever was done to said realty, and that said marshal and his deputies were obliged to enter said store in order to obtain the possession of said goods.

10. Said defendants in said cause have appeared and pleaded, giving notice of the defense of said seizure, and said cause being at issue, the same has by the said plaintiff been placed on the docket, and notice for trial at a term which is now in session in Saginaw City. In said suit Durand & Paine are attorneys for said plaintiffs, and Wisner & Draper for said defendants, and said plaintiff insists that he has a right to proceed in said Saginaw circuit and try the question as to the title of these goods, and whether they were in fact a part and parcel of the estate of said bankrupts and conveyed to him in violation of the provision of the bankrupt act.

15 11. In April, 1878, said Joseph Leroux and Max Schott commenced a suit in the circuit court for the county of Bay against this complainant Salmon S. Mathews, Myrom Burrell, and Horace Becket, by declaration, which suit was to recover the damages for the seizure and taking of the goods from said Joseph Leroux, said Joseph Leroux and said Max Schott claiming to be the owners of said goods; that the goods therein described are the same goods so seized by said complainant as marshal, under said provisional warrant, as a part of the estate of said bankrupts, and turned over to said assignee. Said defendants have appeared in said suit, and the same is at issue and assigned for trial on the 2nd day of October, 1878.

12. On or about the 27th day of April, 1878, a suit was commenced by

Messrs. Griffin & Dickinson, as attorneys for Samuel Schwab, in the superior court of Detroit, to recover for the value of the goods so seized by said Salmon S. Mathews, under said provisional warrant, and found in the boxes and trunks marked "S. Schwab, Helena, Montana," against Salmon S. Mathews, Christopher R. Mabley, and Henry Michaels, Bernard Rothchild, and Ferdinand Hayes as defendants, and a copy of said declaration was on the same day served on the said complainant Salmon S. Mathews.

That at that time said Samuel Schwab was not in the State of
16 Michigan, but the suit was commenced in his name, as these complainants are informed and believe, for the benefit of said bankrupts or those acting in concert with them. That said suit is at issue and upon the docket of the superior court for trial at the present term of said court, and has by said court been assigned for trial for the 8th day of October, 1878.

That said attorneys for said plaintiff insist upon proceeding to trial and judgment in said court, and claim the right to recover in said suit from said marshal and the other defendants the value of said goods named in said declaration.

13. On the 6th day of May, 1878, Messrs. Griffin & Dickinson, as attorneys for said Samuel Schwab, commenced a suit in the circuit court for the county of Wayne, by capias, against Salmon S. Mathews, one of the complainants, and Bernhard Rothchild, Ferdinand Hayes, and Henry Michaels, and not being present in the State themselves, Sigmond Rothchild, of the city of Detroit, who had been acting in the interest of said bankrupts and others connected with them, made an affidavit to procure an order to hold to bail on said capias, and the defendants therein were arrested and held to bail. Said suit was for the identical cause of action as that commenced by said Schwab in the superior court; and the copy of the affidavit of said Sigmond Rothchild is hereto annexed, marked "Schedule B;" and
17 said suit is still pending in said court.

14. On the 8th of May, 1878, said Max Schott commenced a suit in said circuit court for the county of Wayne against said complainant Salmon S. Mathews, and said Bernard Rothchild, Ferdinand Hayes, Henry Michaels and Max Cauffman, by capias, for the identical cause of action as that commenced by him in the circuit court for the county of Saginaw, so far as said goods are concerned, and to obtain an order upon said writ to hold to bail he made an affidavit, a copy of which is hereto annexed and marked "Exhibit C."

15. On the 7th day of May, 1878, said Joseph Leroux commenced a suit by capias in the circuit court for the county of Jackson, against said Bernard Rothchild and others, in which process was served upon said Bernhard Rothchild, and, as this complainant Salmon S. Mathews is informed, he was also included therein, which suit was for the same cause of action as the suit commenced by him and Max Schott in the circuit court for the county of Bay; and that said suit is now, so far as these complainants can learn, pending, but in what condition they are unable further to state.

16. The said goods so seized under said provisional warrant remained in the hands of said assignee, said complainant Joseph L. Hudson, and
18 being in such *in such* condition that it was advisable, for the benefit of those interested in said estate and in said goods, that they should be

sold, said complainant Joseph L. Hudson made application to said bankruptcy court for the sale of said goods, stating the facts in relation thereto as to the claim made thereto by the said Schwab and Joseph Leroux, and obtained an order for the sale of said goods, and the same have by him been sold, and he holds the funds arising from the sale thereof to be applied as a part of the estate of said bankrupt, if the title shall be found in him as assignee, or if it shall appear that he is entitled to said assets as assignee of said bankrupts, and to distribute the same as a part of their estate, and he has the funds arising from said sale now in his hands waiting the determination of that question.

17. The defendant John E. Wells has no interest in the subject-matter of said litigation, and has nothing to do with said goods, except as he aided said Salmon S. Mathews, the marshal of said district; said Bernard Rothchild, Ferdinand Hayes, Henry Micheals, and Max Cauffman had nothing to do with the seizure of said goods, except as creditors of said bankrupts; they directed said Salmon S. Mathews, as marshal, to 19 seize the said goods as part of the estate of said bankrupts; the said Christopher R. Mabley had nothing to do with the seizure of said goods, except to act as an appraiser of the same after they had been so seized by said marshal, and he is not a creditor of said Schott & Feibish.

18. After the seizure of said stock of goods by said marshal, Salmon S. Mathews, the creditors of said bankrupts, who had sold the goods after their composition, proceeded to make a thorough examination of the goods so seized and taken, with a view to determine whether they were a part and parcel of the goods which had been sold to said bankrupts after their composition; and upon said inventory and examination they ascertained that nearly all of said goods *which* had been sold to said bankrupts, Schott & Feibish, by the said creditors after the composition aforesaid and that they remained unpaid for; that said goods had been by said bankrupts passed into the possession of the said Joshua W. Smith, Joseph Leroux, & Max Schott without payment therefor, and for the purpose, as creditors believe and as said complainants believe, of getting them beyond the reach of their creditors, to defeat the operation of said bankruptcy act, and particularly in regard to the goods named and set out in the declaration in the suit so commenced by said Max Schott in the circuit court for the county of Saginaw; they were all of them, as these complainants are informed and believe, and so charge, the goods of the said Schott & Feibish, mostly purchased after said composition with their creditors; and these com- 20 plainants aver, upon information and belief, and so charge the fact to be, that said goods, if they were ever conveyed or sold to said Max Schott by said Schott & Feibish, they were so sold and conveyed by said Schott & Feibish in fraud of their creditors and in violation of the provisions of the bankruptcy act.

19. Said complainants aver, upon information and belief, and so charge the fact to be, that the goods so named in the declaration in said suit commenced by the said Max Schott in the circuit court for the said county of Saginaw are goods, or a large part of them, which were transferred by the said Schott & Feibish, to wit, said Samuel Schott & Philip Feibish, when insolvent, and with a view to prevent said property from coming to the assignee in bankruptcy, and a large part of the same within three months before the filing of said creditors' petition against them, to wit, within

three months prior to the 14th of March, 1878, and that said goods were transferred to said Max Schott when he, said Max Schott, knew that the said Schott & Feibish were insolvent and acting in contemplation of insolvency, and when he, said Max Schott, knew that said transfer was made with a view to prevent the property of said Schott & Feibish, to wit, said goods and chattels, from going to their assignee in bankruptcy, and to prevent the same from being distributed under the bankruptcy act, and
21 to defeat the object of the act, and to impa*re*, injure, and delay the
operation of the act and evade its provisions; and therefore these complainants aver and charge that said sales were void and that by reason thereof the title to said goods became vested in said assignee upon his appointment as assignee and the assignment of the property of said bankrupts to him.

20. Said Joseph L. Hudson, said assignee, claims that by reason of said suits and the tendency thereof he is unable to proceed with the settlement of said estate of said bankrupts; that the funds so received for said distributed goods must be kept by him until the question in reference to the title thereof shall be determined; that the suits so commenced against the said marshal and others are intended to and do impede and delay the settlement of said estate by him, and that the question in regard to the fraud upon the bankrupt act so attempted by said bankrupts, and by the said plaintiff, said Max Schott, in said suit, cannot be determined without the aid of this court, and that such question cannot be litigated, tried, and determined in the State courts.

21. After said seizure of said goods by said marshal under said provisional warrant, and after the appointment of said assignee of said bankrupts, the books alleged to have been kept by said bankrupts came into the possession of said assignee, and they have since been examined;
22 the creditors of said bankrupts allege that the books in which the
items appertaining to said business after said composition now appear to be entered are fraudulent books made anew just before the common-law assignment of said bankrupts, and with a view to deceive their creditors. They, these complainants, state that said books now show that from the 18th of November, 1877, up to and including the 27th of February, 1878, there was sent to Joseph Leroux & Co., at Bay City, goods to the amount of nearly $18,000 from the store of said Schott & Feibish, in Detroit, and which remain unpaid for except by notes of said Leroux & Co.; said books also show the transfer to said Joshua W. Smith of goods to the amount of nearly $10,000, which were not paid for except by notes; said books also show that goods to the amount of $10,000 and upwards were transferred to Max Schott between the 14th of November, 1877, and up to and including the 4th of March, 1878, and which remain unpaid for except by notes.

22. It also appears from the schedules which were filed by said bankrupts, and now remain as a part of the records, that they had transferred the notes of said Joshua W. Smith, Joseph Leroux & Co., and Max Schott to the amount of upwards of $26,000, and that one Sigmond Rothchild, a cousin of said Samuel Scott, of the city of Detroit, held such notes
23 to the amount of upwards of $19,000 upon which they, the *the* said
Schott & Feibish, were liable as endorsers, all of which it was pretended by the said Schott & Feibish, bankrupts, they had taken from the

goods as transferred to said Smith, Leroux & Co., and said Max Schott, and which, as they claim, yet remain unpaid.

23. It also appeared upon an examination of such bankrupts, that one Frederick Schott, a brother of said Samuel Schott, had, some time prior to the fall of 1877, had possession of a stock of goods which he obtained from said Samuel Schott, and that he held them in the Lake Superior country, and that he owed said Samuel Schott some $14,000 therefor; that after said composition was effected, or about that time, some of said goods were brought down from Lake Superior and placed in the store of which said Joshua W. Smith had charge; and while said bankrupts claim that said goods belonged to said Frederick Schott yet they stated he went to clerking for them in their store, and not in that occupied by Smith, and that they took no measures to obtain payment for said stock of goods as the amount so due from said Frederick Schott, except to ask for the payment of the same.

24. Said complainant, Joseph L. Hudson, assignee of said bankrupts, claims that the whole proceeding in reference to carrying on the business at East Saginaw, in the name of Max Schott, & in Bay City, in the name of J. Leroux & Co., and in Detroit, in the name of Joshua W. Smith, was
a mere cover by the said bankrupts to divert the goods from the
24 reach of their creditors and prevent them passing under the bank-
ruptcy act to the assignee, and that therefore any sale or pretended sale of said stock of goods should be set aside by the decree of this court and the whole marshalled as the assets of the estate of said bankrupts.

25. Said complainants further state that it appeared upon an examination under oath of said Adolph Freund in proceeding arising out of said bankruptcy matter, that a short time prior to time when the assignment was made to him by said Schott & Feibish, he purchased or pretended to purchase an interest in the stock of goods in the store occupied by Smith, and that he continued to claim said goods up to the time when a Mr. Schwab, a stranger to him, appeared and made a purchase of the stock of goods; that Schwab gave his note to Freund & Smith which he, Freund, exchanged for notes which Schott & Feibish or somebody else held of his, and which these complainants claim was a mere sham, and done for the purpose of further complicating the title of said goods and preventing them from coming into the hands of the assignee in bankruptcy of said Schott & Feibish.

26. Said complainant, Joseph L. Hudson, states that he is advised by his counsel and so claims that the suit so commenced in the circuit court
for the county of Saginaw, and pending therein against the said
25 Salmon L. Mathews, as marshal in relation to the seizure of said
goods, is an obstruction to his duties in the settlement of said estate; that the same ought not to be allowed to be prosecuted in the State courts where the complicated matters in relation to the alleged fraud in regard to the transfer of said goods cannot be fully determined, and that the suits pending in relation to the estates of the bankrupts are a direct obstacle to the speedy settlement and adjusts' of the estate, and that the parties therein should be enjoined from the prosecution of said suit, and if they have any title or claim to said goods they should litigate the same in the court of bankruptcy where matters relating to said estate are pending, and said complainants also claim that as the question in relation to the title of said

goods so claimed by said Max Schott involved the determination of the title of said Joseph L. Hudson, assignee of said Schott & Feibish in bankruptcy, under the bankruptcy act, that the State court had no jurisdiction to try that question, and that this court should determine the same.

27. Said complainants pray, in consideration of the matter before stated
and claimed, that the said plaintiffs, Max Schott and his attorneys, may be
enjoined from any further prosecution of said suit in said circuit court for
the county of Saginaw, or in any other State court in regard to the
26 goods so seized by Salmon S. Mathews, as marshal, and from any
damages therefor, and if he, the said Max Schott, shall claim any
title, lien, or interest therein, he proceed to establish said claim in this court
or in the district court wherein said bankruptcy matters are pending.

28. And that any sale, assignment, or transfer of said goods from the said Schott & Feibish to the said Max Schott, may be set aside and held for nought and decreed to be in violation of the bankruptcy act, and that said goods and chattels may be decreed to be a part of the estate of said Schott & Feibish, and that the title of said Joseph L. Hudson, said assignee, to said goods or the funds arising therefrom may be quieted and decreed to be perfected in him as assignee of said estate.

29. In consideration whereof, and inasmuch as the said Joseph L. Hud-
son and the other complainants are only entitled to full relief in this court
where matters of this nature may be fully determined, your orators pray
that the said Max Schott may full, true, and perfect answer make to all
and singular the premises hereinbefore stated, averred, or charged, without
oath, his answer hereto under oath being hereto expressly waived, and
that as fully and particularly as if he were herein specifically interrogated
and also that he and his attorneys may be enjoined from the further
27 prosecution of said suit or any suit in relation to damages in regard
to the seizure of said goods named in their declaration in said Sagi-
naw circuit, except on proceedings in this court or in the bankruptcy court,
and that your orators may have such further or other relief in the premises
as the circumstances of this case may require. and as to this honorable
court shall seem meet.

30. May it please your honors to grant to your orators writ of injunction issued out of and under the seal of this honorable court according to the form of the statute in such cases made and approved, and the rules and practice of this court, directed to the said Max Schott and his attorneys, commanding, enjoining, and restraining them, the said Max Schott and his attorneys, from the further prosecution of said suit so pending in the circuit court for the county of Saginaw, or from the prosecution or any other or further suit in regard to the seizure of said goods save in this court or in the bankruptcy court, and that until a hearing may be had upon the application for an injunction a restraining order for like purpose may in the mean time be granted, restraining said Max Schott and his attorneys from the further prosecution of said suit.

31. May it please your honors to grant to your orators the writ of sub-
pœna of the United States, issued out of and under the seal of this honor-
able court, directed to said Max Schott, defendant, commanding him
28 on a certain day, therein to be named, and under a certain penalty
to be therein inserted, to be and appear before this honorable court,

then and there to answer all the premises, and to stand to perform and abide by such order, direction, and decree as may be made against him.

JOSEPH L. HUDSON.
SALMON S. MATHEWS.

M. E. CROWFOOT,
Sol'r for Complainants.
G. V. N. LOTHROP.
ASHLEY POND.
WISNER & SPEED.

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

Joseph L. Hudson & Salmon S. Mathews, of the city of Detroit, in said eastern district, being duly sworn, each for himself, deposes and says that he is one of the complainants in the foregoing bill by him subscribed; that he has heard read said bill, and that the same is true to his own knowledge, except as to those matters therein stated to be on the information and belief of the complainants, and as to those matters he believes it to be true.

JOSEPH L. HUDSON.
SALMON S. MATHEWS.

Sworn and subscribed before me this 4th day of October, A. D. 1878.

JOHN R. STERLING,
Notary Public, Wayne Co., Mich.

29 EXHIBIT A.

STATE OF MICHIGAN,
County of Saginaw, ss:

In the circuit court for the county of Saginaw.

Max Schott, plaintiff herein, by Durand and Bayne, his attorneys, complains of John E. Wells and Salmon S. Mathews, defendants herein, and who have been duly summoned in a plea of trespass, for that the said defendants on, to wit, the 1st day of March, 1878, and on divers other days and times between that day and the day of commencing this suit, with force and arms broke, entered, and took possession of a certain store of the plaintiffs, being in the city of East Saginaw, in said county and State, and known as No. 207, on the north side of Gennessee street, in said city, and stayed and continued therein for the space of, to wit, ten days then next following, and also during the time aforesaid, on, to wit, the said first day of March, A. D. 1878, with force and arms, &c., seized and took divers goods and chattels, to wit, one thousand overcoats, one thousand coats, fifteen hundred pairs of pants, one thousand vests of the said plaintiff's there found and being the said store, and being of great value, to wit, of the value of ($20,000) twenty thousand dollars, and carried away the same, and converted and disposed of the same to their own use, by means of which several premises he, the said plaintiff, during all the time
30 aforesaid, was hindered and prevented from carrying on his lawful and necessary business as a merchant-tailor in said city, engaged in

selling ready-made clothing, to wit, at Saginaw aforesaid. And also for that the said defendants, on or about the 1st day of March, 1878, with force and arms, broke and entered into a certain other store of the said plaintiff's, situate and being on the north side of Gennessee street, in the city of East Saginaw, in said county and State, and then and there ejected and expelled, put out and removed, the said plaintiff from the possession, use, occupation, and enjoyment of the said store, and kept and continued him so ejected, expelled, put out, and removed for a long space of time, to wit, from thence to the commencement of this suit; whereby the said plaintiff for and during all that time lost and was deprived of the use and benefit of his said store, and from doing business therein, to wit, at Saginaw, county aforesaid, and other wrong then and there did to the said plaintiff against the peace and dignity of the people of the State of Michigan. And also for that the said defendants, to wit, on the 20th day of March, 1878, with force and arms, etc., to wit, at the city of East Saginaw, in the county aforesaid, seized, took, and carried away divers goods and chattels of the said plaintiff's of a like number, quality, and description and value as the said goods and chattels in the first count
31 in this declaration mentioned then and there found, and being converted and disposed of the same to their own use, and other wrongs to the said plaintiffs then and there did against the peace and dignity of the people of the State of Michigan, and to the amount damage of the plaintiff twenty-five thousand dollars, and therefore he brings suit.

DURAND & PAYNE,
Plaintiff's Attorneys.

STATE OF MICHIGAN,
County of Wayne, ss:

Sigmond Rothchild, being duly sworn, says that he is agent for Samuel Schwab, plaintiff in the annexed writ of capias ad respondendum, and makes this affidavit in his behalf:

That on or about the 29th day of March, 1878, the said plaintiff was the owner and lawfully possessed as of his own property of certain goods and chattels, that is to say, certain clothing, more particularly described as follows: 210 boys' suits, 26 children's suits, 29 ulsters, 5 mackinaws, 27 spring overcoats, 59 beaver overcoats, 45 youths' overcoats, 3 boys' overcoats, 79 chinchilla overcoats, 9 youths' Union beaver overcoats, 16 boys' chinchilla overcoats, 11 youths' satinet overcoats, 11 boys' satinet overcoats, 14 men's castor beaver overcoats, 8 men's satinet overcoats, 8 men's Union beaver overcoats, 256 suits, 92 coats, 52 woo'sted suits, 59 Cass suits, 41 boys' cotton pants, 20 rubber coats, 14 rubber capes, 11 rubber leggings, 31 oilskin coats, 18 black coats, 35 alapaca coats, 50 linen coats, 3 & $\frac{3}{4}$ doz. cloth gloves, 8 doz. overalls, 1 lot jewelry, $\frac{1}{2}$ doz. knit
32 jackets, 1 lot ties, $11\frac{1}{2}$ dozen shirts, $\frac{5}{6}$ doz. boys' shirts, 1 lot collars, 1 lot suspenders, $\frac{1}{2}$ doz. jackets, 1 lot hats, 7 overcoats, 28 youths' suits, 7 men's extra suits, 1 coat & pants, 95 coats and vests, 18 pants & vests, 22 pants, 152 Cass pants, 35 black pants, 19 boys' pants, 10–12 doz. kid gloves, 1 doz. fur-top gloves, 2 doz. mittens, $3\frac{1}{2}$ doz. handkerchiefs, 17 doz. sacks, $2\frac{1}{3}$ doz scarfs, 35 vests, $27\frac{1}{4}$ doz. shirts & drawers, 1 lot collars, 2 trunks, 1 lot twine, and a lot of umbrellas, which said clothing was on said date *was* of the value of about the sum of eighteen hun-

dred dollars, and was then in the wholesale clothing store of Heineman, Butzel & Co., Detroit; that on the day last aforesaid Bernard Rothchild, Ferdinand Hayes, Henry Michaels, and Salmon S. Mathews, defendants in the annexed writ, took possession of said goods, or caused the same to be taken possession of and carried away from the store of Heineman, Butzel & Co., and afterwards, on the same day and year, said defendants converted and disposed of the said goods to their own use, and said goods have been and are wholly lost to said plaintiffs.

SIGMOND ROTHCHILD.

Subscribed & sworn to before me this 6th day of May, A. D. 1878.

GEO. A. HOSMER,
Notary Public, Wayne Co., Mich.

33 EXHIBIT C.

STATE OF MICHIGAN,
County of Wayne, ss:

Max Schott, of the city of East Saginaw and the county of Saginaw and State of Michigan, being duly sworn, upon his oath says that he has been a resident of said East Saginaw, and there engaged in business as a merchant, in good standing and repute and credit for the period of about ten years next prior to the 20th day of March, 1878.

That on the day and year last aforesaid he had, in his said business as merchant, in his store at 207 Genessee street, in said East Sagenaw, in addition to other stock in trade, a stock of clothing which cost and which was well worth between fifteen and twenty thousand dollars; that affiant owns said stock of goods, and the same has been wholly paid for with the exception of such as has been bought in the ordinary way of trade and credit, and for which affiant's commercial paper was outstanding; that said store was on the principal street of East Saginaw; that on the day and year last aforesaid Bernard Rothchild and Salmon S. Mathews, without leave or license from the affiant and against his will and without color of process against him or his or any of his property, did enter said store, take possession of and remove said stock of clothing, and has never returned the same or offered to return the same to this affiant. 34 He further says that he has been informed by the said Rothchilds and by the said Mathews that they were acting in concert with and by the express direction of Ferdinand Hayes, Henry Michaels, & Max Cauffman, in thus depriving the affiant of his property. And affiant further says that he has caused careful inquiry to be made and finds the fact to be that all of the said parties named, with the exception of said Mathews entered into a written agreement to deprive the affiant of his property as aforesaid, and together with the risk of such act. That all of said parties admit that they have acted in concert and so taken said stock of goods.

Affiant further saith that by the said acts and doings he has been deprived of his property, his business has been broken up, and he has been damaged without cause or color of authority, to the amount of at least twenty thousand dollars.

MAX SCHOTT.

Subscribed and sworn to before me this 8th day of May, 1878.

HENRY T. THURBER,
Notary Public, Wayne Co., Mich.

35 UNITED STATES OF AMERICA,
Northern District of New York, ss:

Bernard Rothchild, Ferdinand Hayes, and Henry Michaels, being duly sworn, say, and each for himself says, that they reside in the city of Rochester, in the State of New York; that said Bernard Rothchild is a member of the firm of N. Levi & Company, that said Ferdinand Hayes is a member of the firm of Oppemheimer, Hays & Co., and that said Henry Michaels is a member of the firm of H. Michaels & Co.; that said firms are all creditors of said Schott & Feibish named in the annexed bill of complaint, who were lately doing business in the city of Detroit, in the State of Michigan.

And these deponents further say that they have heard read the annexed bill of complaint of Joseph L. Hudson, Salmon S. Mathews, and John E. Wells against Max. Schott, and they know the contents thereof, and that the statements in said bill of complaint are true of their own knowledge, except as to those stated on information and belief, and as to those matters the' believe said bill of complaint to be true. And these deponents further say that they were here prior to the time of the filing of the petition of creditors against said Schott and Feibish in bankruptcy, and talked with them, said Schott and Feibish, about their business, and examined as much as they could as to their financial affairs from the books 36 which they then had in their possession, and from conversation with them, said Schott & Feibish, they ascertained that they had disposed, or pretended to have disposed, of most of their stock of goods; that after their composition, obtained in November, 1877, they had purchased new goods to the amount of forty-six thousand dollars and upwards, and that these new goods had, as they claimed, been, to large amounts, transferred to Max Schott, at East Saginaw, to J. Leroux & Co., at Bay City, to Joshua W. Smith, in Detroit, but they declined to give any account of the moneys which they had received, or their stock of goods, only saying that they had disposed of it, or words to that effect; that from such examination these deponents ascertained that in transferring said goods to said Max Schott, to said Joseph Leroux & Company, and to said Joshua W. Smith, they, the said Schott & Feibish, made such transfers when they were insolvent, and with a view to place said goods beyond the reach of their creditors. Shortly after this these deponents heard that the said Schott and Feibish had made a common-law assignment of the remnant of their stock to one Adolph Freund.

They at once, in behalf of themselves and other creditors, came to the city of Detroit and made such further investigation into the affairs of said Schott & Feibish as they were able to. The firms of which these 37 deponents were members, with other creditors, filed their petition against the said Schott & Feibish in bankruptcy, praying that they might be adjudged bankrupts. At the same time a petition was filed against said Schott & Feibish praying for the issue of a provisional warrant, and one was issued.

The marshal, under said warrant, seized the stock of goods so assigned to Adolph Freund, and the said marshal & these deponents made such search and inquiry as was within their power to ascertain what had become of the stock of goods lately in the possession of Joshua W. Smith. They learned that said stock of goods had been boxed up and secretly

transferred to some place, and, as they were then informed, for shipment outside the State; but upon inquiries at several depots and other places they were unable to trace the same, and they not found until some days thereafter, when the marshal learned that they were in the loft of Heineman, Butzel & Co.'s store in boxes; that said stock of goods was then seized by said marshal under his provisional warrant. And these deponents, learning that the stock of goods in the possession of Joseph Leroux & Co. were being sold at auction, and that Max Schott had a large quantity of goods which had been obtained from the creditors of said Schott & Feibish without payment therefor, was about to dispose of *his* goods in an unusual manner, and further becoming satisfied that the said goods
38 were still the goods of said Schott & Feibish, they demanded the seizure of the same under the provisional warrant, lest they might be disposed of and placed in the hands of parties wholly irresponsible, and the creditors would thereby lose any remedy against said goods while they were awaiting the appointment of an assignee; and deponent then knew that said J. Leroux, said Max Schott, & said Joshua W. Smith *are* irresponsible. The stock of goods so in the possession of said Joseph Leroux and Co., Max Schott, & Joshua W. Smith were seized by the marshal under his provisional warrant, and after said seizure they were, by these deponents and others who had sold to said Schott & Feibish said goods after their composition, particularly examined piece by piece. These deponents and other creditors who took part in said examination were able to identify said goods by their numbers which were placed upon them at the time of their manufacture, by the marks which were on them when sold to said Schott & Feibish, and from the fabrics from which they had been manufactured, and they were able positively to identify more than three-quarters in value and quantity of all the goods so taken from the said Joshua W. Smith's stock, the Max Schott store, and the Joseph Leroux & Co. store as goods purchased after their composition; and *and* they believe that all of said goods were goods that had been purchased by said Schott & Feibish after their composition with their creditors and placed in the hands of said Joshua W. Smith, Joseph Leroux & Co., and Max
39, 40 Schott with a view to place them beyond the reach of their creditors, without payment therefor. And these deponents further say that after the said seizure and said ad*uj*"ication said bankrupts, Schott & Feibish, filed their schedules, and upon said schedules it appears that they had taken the notes of said Joseph Leroux & Co., said Max Schott, and said Joshua W. Smith to the amount of upwards of twenty-six thousand dollars, and which said Schott & Feibish stated they had taken for goods sold to them; that of said notes they had transferred an amount of upwards of nineteen thousand dollars to one Sigmond Rothchild, and they had transferred the others to other parties, and said Schott & Feibish claimed that they were liable upon said notes as endorsers.

BERNARD ROTHSCHILD.
FERDINAND HAYS.
HENRY MICHAELS.

Subscribed & sworn to before me this 5th day of October, 1878.
[L. S.] WM. W. GILBERT,
U. S. Commissioner in & for the Nor. Dist. of New York.

41 *Subpœna.*

Circuit court of the United States of America for the sixth circuit and eastern district of Michigan, sitting in chancery.

[L. S.] The President of the United States of America to Max Schott, who is citizen of the State and resident of the eastern district of Michigan:

You are hereby commanded to be and appear in the circuit court of the United States of America for the sixth circuit and eastern district of Michigan, sitting in chancery, before the judges thereof, at the district court-room, in the city of Detroit, on the first Monday of November next ensuing, then and there to answer unto a bill of complaint exhibited against you as defendant by Joseph L. Hudson, assignee of Schott & Feibish, bankrupts, Salmon S. Mathews, and John E. Wells, citizens of the State of Michigan, as complainants. And this you shall in no wise omit, under the penalty of one thousand dollars.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 8th day of October, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the United States the one hundred and third.

ADDISON MANDELL, *Clerk*,
By JNO. GRAVES, *Dep'y Cl'k.*

MEMORANDUM.—The above-named defendant required to enter appearance in this suit with the clerk of this court, at his office in the city of Detroit, on or before the day on which this writ of subpœna is returnable, otherwise the bill of complaint in this cause will be taken pro confesso against said defendant.

ADDISON MANDELL, *Clerk*,
By JNO. GRAVES, *Dep'y Cl'k.*

42 EASTERN DISTRICT OF MICHIGAN, *ss:*

I hereby certify and return that on the ninth day of October, A. D. 1878, I served the within writ on Max Schott, defendant within named, at East Saginaw, in said district, by delivering to him personally a true copy thereof, also exhibiting this writ with the seal of the court impressed thereon, said copy having like memorandum appended thereto as is hereto appended.

S. S. MATHEWS, *U. S. Marshal*,
By JOHN E. WELLS, *Deputy.*

Service, ; cop., ; miles travel, ; fees, .

(Indorsed:) No. 2405. Circuit court of the United States for the sixth circuit and eastern district of Michigan. In chancery. Joseph L. Hudson, asignee, et al., vs. Max Schott. Subpœna. Returned & filed Oct. 16, 1878. A. Mandell, cl'k. M. V. Crofoot' complainants' solicitor.

43 *Motion for injunction.*

In the circuit court of the United States for the eastern district of Michigan.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. Mathews, and John E. Wells, complainants, *vs.* MAX SCHOTT, DEFENDANT.	In equity.

The said complainants, Joseph L. Hudson, Salmon S. Mathews, and John E. Wells, came into court, by M. E. Crofoot, their solicitor, and having filed their bill of complaint and the affidavits annexed thereto move this court to grant an injunction and direct the issuing of the same according to the prayer contained in their said bill of complaint.

M. E. CROFOOT,
Solicitor for said Complainants.

44 (Indorsed :) U. S. circuit court, east. dist. of Michigan. Joseph L. Hudson, assignee, et al., vs. Max Schott. Motion for injunction. Filed October 8th, 1878. Jno. Graves. M. E. Crofoot, sol'r for comp'ts.

45 *Aff't of service of copy bill, &c.*

In the circuit court of the United States for the eastern district of Michigan.

JOSEPH L. HUDSON, SALMON S. MATHEWS, AND John E. Wells *vs.* MAX SCHOTT.	In equity.

EASTERN DISTRICT OF MICHIGAN, *ss:*

William L. Carpenter, being duly sworn, deposes and says that he is a clerk in the office of M. E. Crofoot, in the city of Detroit, and that he has compared the copy of the bill with the original bill filed in this cause, and copies of the affidavits annexed to said copy of the bill with the originals annexed to said bill, which copies of bill and affidavits deponent enclosed in an envelope and addressed them to Wisner and Draper, East Saginaw, Michigan, and sent said package by express to said Wisner and Draper, for service on said Max Schott.

WILLIAM L. CARPENTER.

Subscribed and sworn to before me this 8th day of October, 1878.

ROBERT M. CHAMBERLAIN,
Notary Public, Wayne Co., Mich.

EASTERN DISTRICT OF MICHIGAN, *ss:*

John E. Wells, being duly sworn, deposes and says that on the
46 9th day of October he personally served upon Max Schott the

foregoing copy of bill of complaint and affidavits referred to in the foregoing affidavit of William L. Carpenter by handing the same to him in the city of East Saginaw.

JOHN E. WELLS.

Sworn and subscribed before me this 11th day of October, A. D. 1878.

HERBERT A. FORRES,
Notary Public, Saginaw County, Michigan.

(Indorsed:) U. S. circuit court, east. district of Michigan. Joseph L. Hudson, assignee, et al. vs. Max Schott. Affidavit of service. Filed Oct. 14, 1878. A. Mandell, cl'k. M. E. Crofoot, sol'r for comp.

47, 48 *Mo. for ju'gm. argued, &c.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room in the city of Detroit, on Tuesday the fifteenth day of October, in the year one thousand eight hundred and seventy-eight.

Present, honorable Henry B. Brown, district judge.

Joseph H. Hudson, Salmon S. Mathews, and John E. Wells,
vs.
Max Schott.
} 2405.

The motion for this cause now coming on to be heard is argued by counsel for the respective parties and submitted for decision; this entry is made nunc pro tunc as of the fourteenth day of October, instant.

49 *Precipe for appearance.*

In the circuit court of the United States for the eastern district of Michigan. In chancery.

Joseph L. Hudson, assignee of Schott & Feibish, bankrupts, Salmon S. Mathews, and John E. Wells,
vs.
Max Schott.
}

To Addison Mandell, cl'k of said court:

D'r Sir: Please enter the appearance of the defendant in the above cause by myself as his sol'r.

Yours,

DE FOREST PAINE,
Sol'r for Def't.

Oct. 25th, 1878.

Order for appearance.—Oct. 25, '78.

JOSEPH L. HUDSON, ASSIGNEE OF SCHOTT & Feibish, bankrupts, Salmon S. Mathews, & John E. Wells, complainants,
vs.
MAX SCHOTT, DEF'T.
} In equity.

On filing precipe in this cause, and on motion of De Forrest Paine, solicitor for the defendant, it is ordered that the appearance of said defendant by him, as his solicitor, be, and the same is hereby, entered.

Entered by order of De Forest Paine, solicitor for defendant, per A. Mandell, cl'k.

50 (Indorsed:) In the U. S. circuit court. In chancery. Joseph L. Hudson, assignee, etc., et al., vs. Max Schott. Request to enter appearance. Filed Oct. 25th, '78. A. Mandell, cl'k. De Forest Paine, sol'r for def't.

51 *Affidavit for restraining order.*

The circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE, & SALMON S. Mathews et al.
vs.
MAX SCHOTT.

EASTERN DISTRICT OF MICHIGAN, *ss:*

M. E. Crofoot, being duly sworn, deposes and says that he is informed that the cause named in the bill of complaint in this cause in favor of said Max Schott against Salmon S. Mathews and others, pending in the Saginaw circuit court, has been assigned by said court for trial on the 12th inst., which information he obtained as well from Mr. Paine, one of the attorneys for said plaintiffs, as from the attorneys for said defendants.

And this deponent says that he had a conversation with said Mr. Paine on the 4th inst., in which he informed deponent that he should insist upon a trial of said cause on said assigned day unless a restraining order should be issued by this court.

This deponent therefore asks that a restraining order may be issued in said cause restraining the said Max Schott and his attorneys from proceeding in said cause until the motion for an injunction made, argued, and submitted in said cause shall be determined by this court.

52 M. E. CROFOOT.

Sworn & subscribed before me this 6 Nov., 1878.

JNO. GRAVES,
U. S. Cir. Court Com., Eastern Dist. Mich.

(Indorsed:) C't c't U. S., eastern dist. Michigan. Joseph L. Hudson, assignee in bankruptcy, Salmon S. Mathews, et al., vs. Max Schott. Affidavit for restraining order. Filed Nov. 6, '78. A. Mandell, cl'k. M. E. Crofoot, sol'r for comp't.

53 *Restraining order.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room in the city of Detroit, on Wednesday the sixth day of November, in the year one thousand eight hundred and seventy eight.
Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE OF SCHOTT & FEIBISH, and Salmon S. Mathews & John E. Wells, *vs.* MAX SCHOTT. } 2405. In equity.

A motion for an injunction having been made, argued, and submitted in this cause, on reading and filing the affidavit of M. E. Crofoot, solicitor for said complainants, showing the exigency therefor:
On motion of said M. E. Crofoot, solicitor for said complainants, ordered that said Max Schott and his attorneys be, and they are hereby, restrained from further prosecuting the suit pending in the circuit court for the county of Saginaw in the name of said Max Schott, plaintiff, and against said Salmon S. Mathews and John E. Wells, defendants, until the further order of this court, said suit being the same suit named in the bill of
54 complaint filed and served and as pending in said circuit court for Saginaw County.

HENRY B. BROWN,
Dist. Judge.

55, 56 *Order granting injunction.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room in the city of Detroit, on Monday the eleventh day of November, in the year one thousand eight hundred and seventy-eight.
Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, ETC., SALMON S. Mathews, and John E. Wells *vs.* MAX SCHOTT. } 2405. In equity.

The motion for an injunction in this cause having been argued by M. E. Crofoot, solicitor for said complainants, and by the said complainants' counsel, and by Messrs Griffin and Dickinson, solicitors and of counsel for said defendant, for and on behalf of said defendant, and having been submitted to the court for decision and mature deliberation having been had thereon, it is by the court now here considered that said complainants are entitled to an injunction as prayed for in their said bill of complaint filed in this cause; therefore, on motion of said M. E. Crofoot, solicitor for said complainants, ordered that the motion for said injunction be, and the same is hereby, granted, and that an injunction do issue as prayed for in said bill.

57 *Injunction.*

UNITED STATES OF AMERICA, *ss:*

The circuit court of United States for east'n dist. of Michigan. In chancery.

The President of the United States to Max Schott, and to his counsellors, attorneys, solicitors, and agents, and each and every of them, greeting:

Whereas it has been represented to us, in the circuit court of the United States for the eastern district of Michigan, in equity, on the part of Joseph L. Hudson, assignee, etc., Salmon S. Mathews, and John E. Wells, complainants, that they have lately exhibited their bill of complaint against you, the said Max Schott, defendant, to be relieved touching the matters therein complained of in which bill it is stated, amongst other things, that you are combining and confederating with others to injure the said complainants touching the matters set forth in the said bill, and that your actings and doings in the premises are contrary to equity and good conscience. We, therefore, in consideration thereof and of the particular matters in the said bill set forth, do strictly command you, the said Max Schott and the persons before mentioned, and each and every of you, under the penalty of ten thousand dollars, to be levied on your lands, goods, and chattels to our use, that you do absolutely desist and refrain from the further prosecution of a suit pending in the circuit court for the county of Saginaw wherein the said Max Schott is plaintiff and Salmon S. Mathews and John E. Wells are defendants, and wherein Durand & Paine are attorneys for said Max Schott, being the suit named and described in the said complainants' bill of complaint, or from any other or further suit in the State courts in regards to the seizure of said goods described in said declaration of said plaintiff, Max Schott, by Salmon S. Mathews and his deputies and assistants, under the provisional warrant issued in the bankruptcy proceedings in the matter of Samuel Schott and Philip Feibish from the district court of the United States for the eastern district of Michigan, in bankruptcy, until the further order of this court.

Witness the honorable Morrison R. Waite, Chief Justice of Supreme Court of United States, and the seal of said circuit, court, at Detroit, this twelfth day of November, in the year one thousand eight hundred and *eighty*-eight.

ADDISON MANDELL, *Clerk.*
M. E. CROFOOT,
Solicitor for Compl'ts.

58 EASTERN DISTRICT OF MICHIGAN, *ss:*

I hereby certify and return that on the 13th day of November, A. D. 1878, at East Saginaw, I served the within writ of injunction on Max Schott and Durand & Paine, his attorneys, the persons named therein, personally, by then and there showing to the said Max Schott and L. T. Durand, of the firm of Durand & Paine, attorneys of said Max Schott, the said injunction, with the seal impressed thereon, and delivered to each of them a true copy thereof at the same time and place aforesaid.

Fee, $11.60.

S. S. MATHEWS,
U. S. Marshal,
By A. S. MATHEWS, *Deputy.*

(Indorsed:) No. . In the circuit court of the United States for the eastern district of Michigan. In chancery. Joseph L. Hudson, assignee, etc., et al., complainant', vs. Max Schott, defendant. Injunction. Returned. Filed this 20th day of November, A. D. 1878. Jno. Graves, dep'y cl'k. M. E. Crofoot, solicitor for compl't.

59 *Answer & demurrer.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

The answer and demurrer of Max Schott, defendant, to the bill of complaint of Joseph L. Hudson, assignee of Schott & Feibish, in bankruptcy, Salmon S. Mathews, and John E. Wells, complainants.

First. This defendant, for answer to the said complainants' said bill, to the first paragraph, says that from the year 1867 up to the fall of 1877 the defendant and Samuel Schott were engaged in the business of selling ready-made clothing at the city of East Saginaw, in said district; that said Samuel and this defendant were equal partners therein; that Samuel Schott was not during said years engaged in carrying on the business of selling ready-made clothing at retail, at said city of East Saginaw, in any other manner; that Joseph Lereux was employed as clerk by this defendant and said Samuel Schott from the year 1869 to the year 1873 in said business at East Saginaw aforesaid. On information and belief he says said
Samuel Schott, in the spring of 1875, associated with himself his
60 brother-in-law, Philip Feibish, and commenced the business of sell-
ing ready-made clothing at wholesale and retail in the city of Detroit, carried on the same until the fall of 1877; but this defendant says he was not interested therein and had no connection therewith.

Defendant further says that in the spring of 1873 said Samuel Schott, this defendant, and said Joseph Leroux associated themselves together as partners, and opened a store at Bay City, and carried on such business in said city as equal partners until February, 1877, when this defendant purchased of the said Samuel Schott all his interest in the goods, property, and assets then owned by the three as copartners as aforesaid, and from that date to the present time the business has been carried on by this defendant and said Leroux, and said Samuel Schott has had no rights or interest therein and has not now; that a part of the goods put into said store in Bay City were purchased at and taken from the store of this defendant and said Samuel at East Saginaw, and that a part were purchased elsewhere; that at the time of starting said store in Bay City said Leroux
was a man of good credit, but not of large means, and was responsi-
61 ble pecuniarily for all his liabilities; that the partnership business
with said Samuel Schott at East Saginaw was left largely in the
charge of this defendant; that the business of this defendant and said Leroux at Bay City was managed principally by the said Leroux.

Defendant admits that the said Schott & Feibish carried on the business in the city of Detroit down to the fall of 1877, when they claim to have become embarrassed in business and unable to meet their liabilities; and on the 14th day of September, 1877, said Schott & Feibish filed their voluntary petition in the United States district court for said district alleging that they were bankrupt; that upon the same day this defendant and said Samuel Schott also filed a voluntary petition in said court claiming they were bankrupts.

That after filing said petition they proposed a composition with the creditors; that their creditors at the time were largely residents of the city of Rochester, in the State of New York, and the city of Buffalo, in said State.

That in negotiating for the acceptance of the proposed composition with said creditors, and in order to procure their acceptance, said firms laid before such creditors a statement of their affairs and claimed that the two
62 firms were indebted about $40,000, that they had goods and assets
valued at $18,000 or thereabouts; that the proposed composition was *a*ffected and the resolution for a composition was ordered recorded on the 13th of November, 1877, which composition was for thirty-five cents on the dollar.

Defendant says he has no knowledge but is informed and believes that the said Schott and Feibish soon after said composition commenced purchasing goods, but whether upon credit and upon time he does not know, nor is he informed save by said bill, nor does he know or is he informed whether they continued their purchases, until they amounted to the sum of $46,000 and upwards, nor whether such new purchases were made of Kauffman and Dinkelspel, A. A. Staxman & Son, H. Michaels & Co., Strauss, Moore & Bliss, Oppenheimer, Hays & Co., A. Storn & Co., Nathan Levi & Co., James McDonald & Co., Kob, Rosenberg & Co., Jettles and Lesenitz, of the city of Rochester, State of New York, or whether they purchased from other firms, and, if so, from whom; and this defendant does not know, nor is he informed save by said bill, whether at the time they made such purchases said Schott & Feibish claimed and represented that they purchased said goods to carry on a retail business in Detroit
63 and not to wholesale said goods, nor whether said goods were sold to
them for retail purposes or not; and this defendant leaves complainants to make such proof thereof as they may be able, and said defendant states that he had no interest in and no connection with or control of the said business of said Schott & Feibish.

Second. To the second paragraph of said bill he states that immediately after the composition with creditors as aforesaid this defendant and Samuel Schott dissolved their copartnership in the business at East Saginaw, and this defendant purchased from him all his interest in the goods and assets of said firm, and paid him therefor; that from that date to the present time this defendant has carried on business in East Saginaw, in his own name, for his own interest and none others, and said Samuel Schott has had no right or interest therein or in the goods or assets thereof; that the goods on hand at the time of such dissolution of copartnership were worth upwards of $8,000; that in carrying on said business he purchased goods of said Schott & Feibish' from time to time as the demand of his business required, and paid them therefor, as hereafter more fully
64 stated, and also purchased goods from other parties, that said pur-
chases from said Schott & Feibish amounted to the total sum of eight thousand four hundred and ninety-five dollars and forty-four cents; and defendant states that said purchases were made in the ordinary course of legitimate trade, were made bona fide, without any intent to cheat and

defraud the creditors of said Schott & Feibish, and without any knowledge on the part of this defendant that the said Schott & Feibish had any intent to cheat or defraud their creditors thereby. Defendant states that after the said composition with their creditors no goods were shipped by said Schott & Feibish to East Saginaw except the goods so purchased by him as heretofore stated and he denies the statement in said paragraph two in said bill that after said purchases were made by said Schott & Fiebish they immediately began to ship to the house at Bay City, and also to the house at East Saginaw, managed by this defendant, so that goods sent to each of said houses amounted to ten thousand dollars and upwards, and that the said goods were sent there without payment therefor, and denies
that any goods were sent there without payment therefor, and denies
65 that any were sent for the purpose of disposing of the same so as
to place them beyond the reach of the creditors of said Schott & Feibish. Defendant further says said Joseph Leroux carried on their copartnership business at Bay City, purchasing and selling goods therein; that he purchased in such business goods from the said Schott & Feibish and other parties, but this defendant is unable to state the amount thereof; and he says that the said goods were purchased and received from the said Schott & Feibish in good faith in the ordinary course of business, and without any intent to cheat or defraud the creditors of said Schott & Feibish, and denies that said goods were shipped to the said house at Bay City without payment therefor, for the purpose of disposing the same so as to place them beyond the reach of the creditors of said Schott & Feibish.

Defendant further says that he has no knowledge, information, or belief, except as stated in said bill, whether the said Samuel Schott and Philip Feibish, conceiving the idea of changing the possession of goods so purchased by them, transferred a large or any part of the stock of goods by
them purchased to a store in the city of Detroit, near their place
66 of business; nor whether any such goods or store were placed in the
charge of one Joshua W. Smith, nor whether said Smith was a man wholly without means with which to purchase or pay for any goods; nor as to the value of any such goods; nor whether the said Smith continued to sell and dispose of any of said goods, under the direction and control of said Schott & Feibish, for their benefit or advantage as alleged in said bill, but leaves the complainant to make such proof thereof as they may be able. He admits that said Schott & Feibish continued to sell goods in the city of Detroit, at their place of business, until on or about the 8th of March, 1878, when as he is informed and believes to be true, they made a common-law assignment of their property and assets, for the benefit of their creditors, to one Adolph Freund, and placed him in possession of said stock; but he has no knowledge, and is not informed, except as stated in said bill, whether, when such assignment was made, their bills for the purchase of goods made by them after their first composition were about maturing, nor any disposition of the possession or control of any of their goods and assets, except as hereinbefore fully stated; nor whether they had reduced their stock to about eleven thousand dollars' nominal value of the goods of the poorest of their stock, and of the actual value of five thousand dollars; nor has this defendant any knowledge, save by said bill, whether the said Schott & Feibish made any pay-

ments upon the goods purchased by them after the composition,
67 nor whether the same were paid for or remain almost wholly unpaid for as stated in said bill.

Third. To the third paragraph of said bill he says, on information and belief, that certain creditors of said Schott & Feibish did institute proceedings in bankruptcy, in the district court of the United States for the eastern district of Michigan, against said Schott & Feibish, and that they were adjudged bankrupts, and a provisional warrant was issued, directed to the marshal of said district, and placed in the hands of complainant Mathews, who was then marshal of said district as stated in said bill.

Fourth. To the fourth paragraph he says he does not know and is not informed, except by said bill, whether the said petitioning creditors in bankruptcy became satisfied that the goods placed in the possession of said Smith, the goods sent to this defendant and goods sent to said Leroux and this defendant, at Bay City, were transferred by said Schott & Feibish, in violation of the bankruptcy act, when they were insolvent, nor whether they were satisfied the goods were received by the said Smith, the defendant, and said Leroux; and said Freund knowing that said Schott & Feibish were then insolvent, and that the transfer of such *of* goods was made for the purpose of preventing such property from coming into the hands of an assignee in bankruptcy, and that, in fact, no sale of the property was made or intended. But this defendant denies, as he has heretofore already denied, that any goods were sent to him at East Saginaw or to said
68 Leroux and this defendant at Bay City, in violation of the provision of the bankruptcy act, and denies that any goods were received by them, knowing the said Schott and Feibish were insolvent; denies that any transfer was made to this defendant or to said Leroux and this defendent, with a view to prevent the property from coming into the hands of an assignee in bankruptcy, and avers that all goods received by this defendant and Leroux and this defendant were upon real sale thereof. Defendant is informed and admits that the *condition* of said Schott & Feibish insisted upon the seizure of the goods and demanded that the marshal should seize and hold the same, and that a bond of indemnity was given to him as stated in said bill.

Fifth. To the fifth paragraph in said bill he says, on information and belief, said complainant, Mathews, proceeded under said provisional warrant to demand of said Adolph Freund the goods which had been transferred to him by virtue of said assignment, and that said Freund turned over the same to complainant, but he has no knowledge, information, or belief, save as stated in said bill, as to the nominal or real value of the goods so turned over to complainant.

Sixth. To the sixth paragraph of said bill he says he does not know, and is not informed save by said bill, whether upon inquiry as to the stock of goods that had been in the possession of said Joshua W. Smith, the said creditors and said marshal ascertained that they had been taken
69 from the store secretly and boxed up, nor whether it was claimed that they had been shipped out of the State to Montana, nor whether a man by the name of Samuel Schwab came to Detroit from St. Louis in response to a telegram from said Schott & Feibish, or either of them, and made a pretended sale of said goods and shipped them, as it was claimed, to Montana, where it was claimed he resided, nor does he know, save as

aforesaid, whether search was continued by said marshal and others in his employ for said goods without success until on or about the 29th of March, 1878; nor whether the said marshal learned they were secretly stored in the upper loft of the store of Heineman, Butzel & Co. in the boxes in which they had been taken from the store occupied by Smith. But he is informed, and on such information says, said marshal seized and took said *said* goods into his possession by virtue of said warrant as part of the assets of said Schott & Feibish; he is not informed, save by said bill, in what said goods were contained, or how they were marked; he admits that at this time said Leroux was selling goods at auction from their store at Bay City, but denies that he was otherwise making unusual efforts to dispose of said goods. He admits that said marshal, by direction of said creditors and by virtue of said provisional warrant, went to Bay City and seized the goods in the possession of said Leroux, claiming them to
70 be a part of the assets of said Schott & Feibish, bankrupts, and *and* that by the direction of said creditors he proceeded also to East Saginaw and seized, by virtue of said warrant, the goods of this defendant, claiming them to be a part of the assets of said Schott & Feibish; he admits that the seizure of said goods in Detroit, to wit, those marked "S. Schwab (or S. S.), Helena, Montana," those in possession of said Leroux, at Bay City, and those in the possession of this defendant at East Saginaw, were all made on the 29th day of March, 1878. He says he does not know, and is not informed save by said bill, whether said creditors and said marshal believed or had reason to believe that unless said stock of goods were seized they would be sold and disposed of, and placed beyond the reach of creditors in said bankruptcy proceedings, and that all parties connected with their disposition were irresponsible, and the creditors would lose their remedy against said assets without said seizure. He admits that Myron Bonnella, deputy of said complainant Mathews, and Horace Becker as aid, took part in the seizure of said goods at Bay City, and that John E. Wells, a deputy of said Mathews, took part in the seizure of the goods of this defendant, at East Saginaw aforesaid. He admits that, after the seizure of said goods, said complainant, Mathews, took an inventory thereof and had them appraised, and that the goods of this defendant taken by
71 said marshal at East Saginaw were appraised at the sum of $8,529.75, but aver that the value thereof was much greater, and upwards of fifteen thousand dollars; and states that at the time of such seizure said marshal was notified that the goods so seized by him were the goods of this defendant, and that if he seized the same he would be prosecuted.

Seventh. To the seventh paragraph of said bill he says that he has no personal knowledge, and is not informed save by said bill, whether proceedings were had upon said creditors' petition for the adjudication of said Samuel Schott and Philip Feibish as bankrupts, nor whether they were on the 13th of April, 1878, as alleged in said bill, adjudicated as such by said district court, or whether it was referred to the Hon. Hovey K. Clark, register in bankruptcy in said district, to call a meeting for the election of an assignee. Defendant is informed, and on such information admits, that at a meeting of creditors on the 6th day of May last the complainant Joseph L. Hudson, of the city of Detroit, was duly elected assignee of said bankrupts; but he is not informed, save by said bill, whether on the same day he filed his bond as such assignee, which was duly approved, and thus

became qualified to act as assignee of said estate, nor whether upon
72 the same day an assignment of the estate and effects of said bank-
rupts was duly made and delivered to him or not, but leaves the
complainants to make such proof thereof as they may be able.

Eighth. To the eighth paragraph of said bill he says he has no knowledge, and is not informed except by said bill, whether said marshal continued or not after the seizure of the said several stocks of goods to hold them under his provisional warrant until the election and qualification of said Joseph L. Hudson as assignee on May 6th last, nor whether he then turned over to said Hudson, as assignee, all of said goods and chattels, nor whether said Hudson took possession thereof as a part of the estate of said bankrupts, but leaves the complainants to make such proof thereof as they may be able.

Ninth. For answer to the ninth paragraph of said bill the defendant says he admits that he commenced a suit by summons on the 6th day of April, 1878, returnable on the 7th day of May, against the complainants, Salmon S. Mathews and John E. Wells, in the circuit court for the county of Saginaw, claiming to own the goods so taken by Salmon S. Mathews, as marshal, under the said provisional warrant, from the possession of the
defendant at East Saginaw aforesaid. He admits that a declaration
73 has been filed in said cause, a copy of which said bill marked
"Exhibit A." He admits that said suit is brought to recover the value
of the same goods so seized by said Salmon S. Mathews under said provisional warrant and taken by him from the possession of this defendant, the plaintiff in said suit; and defendant further says that said suit is brought in trespass to recover the damage done defendant by said marshal & his deputy, John E. Wells, defendant therein, for trespass to the real property of this defendant in seizing said goods and excluding him from his said store, and interrupting and breaking up his business therein. He admits that said Mathews & Wells entered said store in a peaceable and quiet manner, and did nothing but what was necessary to inventory and remove said goods; that they remained therein no longer than was necessary for such inventory and removal, and did nothing unnecessary to enable them to seize and remove said goods; but this defendant avers that by reason of said acts he was excluded from said store, and was hindered and prevented from doing business therein, and deprived of the use and benefit thereof, and said business was interrupted and broken up; that said entry in said store was unlawful and against the will and express denial and protest of this defendant, and he then and there informed said marshal and said Wells he would prosecute them therefor. Defendant
denies the allegation of said bill that no damage was done by said
74 marshal to said realty in making said seizure, and avers that he
was damaged thereby. He admits that said marshal & his deputies
were obliged to enter said store in order to make such seizure and obtain the possession of said goods.

Tenth. For answer to the tenth paragraph of said bill he says he admits said defendants in said cause Salmon S. Mathews and John E. Wells have appeared and pleaded issuably, giving notice of the defense of said seizure; that said cause was at issue when this bill was filed, and was then on the calendar of said circuit court and noticed for trial at a term of said court then in session at Saginaw City. He admits that Durand & Paine are his attorneys in said suit and Wisner & Draper attorneys for the defendants therein. He admits that he insists he has a right to proceed in said *said* Saginaw circuit court in said suit and try the question as to the title of said goods, and whether they were in fact a part and parcel of the goods of said bankrupts or his own, and whether or not they had been conveyed to him in violation of the provisions of the bankrupt act.

Eleventh. To the eleventh paragraph of said bill he says he admits that in April, 1878, he and said Joseph Leroux commenced a suit in the circuit court for the county of Bay against complainant Salmon S. Mathews, Myrom Bunnell, & Horace Becket, by declaration, which
75 was to recover the damage for the seizure and taking of the goods
from said Joseph Leroux. He admits said suit was brought by them, claiming to be the owners of said goods, and that the goods therein described are the same goods so seized by complainant Mathews, as marshal, under said provisional warrant, claiming them as a part of the estate of said bankrupt, and turned them over to the assignee. He admits said defendants have appeared in said suit, and the same is at issue and was assigned for trial on the 2nd day of October last?

Twelfth. For answer to the twelfth paragraph of said bill he says, on information and belief, that a suit was commenced by Messrs. Griffin & Dickinson, as attorneys for Samuel Schwab, in the superior court, at Detroit, on or about the 27th of April, 1878, to recover the value of the goods so seized by said Salmon S. Mathews under said provisional warrant, and found in the boxes and trunks, and marked "S. Schwab, Helena, Montana," against Salmon S. Mathews, Christopher R. Mabley, & Henry Michaels, Burnard Rotschild, and Ferdinand Hayes, as defendants. He says he does not know, and is not informed save by said bill, that at that time Samuel Schwab was not in the State of Michigan, or whether the suit was commenced in his name for the benefit of said bankrupts or those
76 acting in concert with them. On information and belief he admits
said suit was at issue when said bill was filed, and was upon the docket of the superior court for trial at the term of said court then in session, and was by the judge thereof assigned for trial on the 8th day of October, 1878. That said attorneys for said plaintiffs insisted upon proceeding to trial and judgment in said court, and claimed the right to recover in said suit from said marshal and the other defendants the value of said goods named in said declaration.

Thirteenth. To the thirteenth paragraph of said bill he says he has no knowledge, and is not informed save by said bill, whether said Messrs. Griffin & Dickinson, as attorneys for said Samuel Schwab, commenced on the 6th day of May, 1878, a suit in the circuit court for the county of Wayne, by capias, against Salmon S. Mathews, one of the complainants, and Bernard Rotschild, Ferdinand Hayes, and Henry Michaels, nor whether, not being present in the State themselves, Sigmond Rotschild, of Detroit, made an affidavit in their behalf to procure an order to hold to bail on said capias, nor whether the defendants therein were a*tt*ested and held to bail; he is not informed, save by said bill, whether said suit was
77 for the identical cause of action as that commenced by said Schwab
in the superior court, nor whether the said suit is still pending in said court, but leaves the complainants to such proof thereof as they may be able.

Fourteenth. For answer to the fourteenth paragraph of said bill he says he admits that on the 8th day of May, 1878, he commenced a suit in the circuit court for the county of Wayne against said complainant Salmon S. Mathews and said Bernard Rotschild, Ferdinand Hays, Henry Michaels, and Max Kauffman, by capias, for the same cause of action as that commenced by him in the circuit court for the county of Saginaw, so far as said goods are concerned, and that he made an affidavit, a copy of which is annexed to said bill marked "Exhibit C," to obtain an order upon said writ to hold to bail.

Fifteenth. To the 15th paragraph of complainants' bill defendant says he is informed and believes to be true that a suit was begun by said Leroux against Bernard Rotschild and others in the circuit court for the county of Jackson, as alleged in said bill, but beyond that he does not know, is not informed, and cannot state as to the matters set forth in said paragraph.

Sixteenth. For answer to the 16th paragraph of said bill he says
78 he has no knowledge, and is not informed except by said bill, as to
the matters stated in said paragraph, but leaves the complainants to
such proof thereof as they may be able.

Seventeenth. To the 17th paragraph of said bill he says he admits that said Wells has no interest in the subject-matter of said litigation, except that he aided the said marshal, Mathews, in seizing the goods of the defendant. He admits that Bernard Rotschild, Ferdinand Hays, Henry Michaels, & Max Kauffman directed said marshal to seize said goods, and as to Mabley he knows nothing and can state nothing.

Eighteenth. To the 18th paragraph he says he does not know, and is not informed save by said bill, whether, after the seizure of said goods, the creditors of said bankrupts proceeded to make a thorough examination of the goods so seized, nor what they found by said examination, but this defendant denies that all the goods taken from him as herein stated were by said creditors sold to Schott & Feibish, nor is he informed whether the goods of the said bankrupts, or any of them, had been passed by said bankrupts into the possession of said Smith. He denies that any goods were passed into his possession or that of said Leroux, without payment
therefor, for the purpose of getting them beyond the reach of
79 creditors, and thus defeat the operation of the bankrupt act. And
this defendant denies that the goods named and set out in the declaration in the suit commenced by this defendant in said Saginaw circuit court were all of them, or any of them, the goods of said Schott & Feibish. He denies that they were sold to this defendant by Schott & Feibish to defraud their creditors, or in violation of the provisions of the bankrupt act.

Nineteenth. To the 19th paragraph of said bill he says he denies that the goods named in the declaration in the suit commenced by this defendant in the circuit court for the county of Saginaw, or any part thereof, were transferred to this defendant by said Samuel Schott or Philip Feibish when insolvent, and with a view to prevent said property from coming to their assignee in bankruptcy. He denies that a large part of said goods were so transferred within 3 months prior to the 14th day of March, 1878, for such purpose; denies that any of said goods were so transferred to him when he knew that said Schott & Feibish were insolvent; denies that any such goods were transferred to him when he knew that such

transfer was made for the purpose of preventing the same from going to their assignee in bankruptcy, or to prevent the same from being
80 distributed under the bankruptcy act, or to defeat the object of the act, or to impair, injure, or delay the operation of the act or evade its provisions; and this defendant insists that by virtue of his purchase of said goods the title thereto became vested in him, and denies that by said bankruptcy proceeding any title therein vested *vested* in said assignee.

Twentieth. To the 20th paragraph of said bill he says he is not informed except by said bill whether by reason of said suits and the pend*a*ncy thereof said assignee Hudson claims or not that he is unable to proceed with the settlement of said estate of said bankrupts. He denies that the suits so begun against said marshal and others are intended to and do impede and delay the settlement of said estate by said assignee. He denies that the question in regard to fraud upon the bankrupt act alleged to have been attempted by said bankrupts and this defendant cannot be determined without the aid of this court; denies that said question cannot be litigated, tried, and determined in the State court, but affirms that the State court is the proper forum within which to try these matters, and that said question of fraud can be litigated, tried, and determined in said State court, and cannot be tried in this court, and
81 this court has no jurisdiction to try and determine the same.

Twenty-first. For answer to the 21st paragraph of said bill he says he does not know, and is not informed save by said bill, whether the books alleged to have been kept by said bankrupts came into the possession of said assignee after the seizure of said goods by said marshal under said provisional warrant, and after his appointment as assignee, or not, nor whether they have since been examined. He does not know, and is not informed save as aforesaid, whether or not the creditors of said bankrupts claim the books in which are entered the items appertaining to said business after said composition now appear to be entered are or not fraudulent books, made anew just before the common-law assignment of said bankrupts, nor whether they claim them to have been made with a view to deceive their creditors, nor what they contain, nor what they show. He has no knowledge, information, or belief on that subject, or any of the matters stated in said paragraph, but he leaves complainants to their proof.

Twenty-second. For answer to the 22nd paragraph he says he has never examined or seen the sc'edule filed by said bankrupts and alleged to
82 be a part of the records in the court of bankruptcy, and does not know, & is not informed save by said bill, what they contain or set forth, nor what the said Samuel Schott and said Feibish allege or pretend therein, and leaves complainants to their proof.

Twenty-third. To the 23rd paragraph he answers he is not informed, and does not know save by said bill, what appeared upon the examination of said bankrupts, nor has he any knowledge save by said bill of the matters stated and charged in said paragraph.

Twenty-fourth. To the 24th paragraph he says he denies that the whole proceeding with refer*a*nce to carrying on the business at East Saginaw in the name of this defendant, and at Bay City in the name of J. Leroux & Co., was a mere cover by said bankrupts to divert the goods from the search of their creditors, and to prevent their passing under the bankrupt act to their assignee, and that the sale thereof should be set aside by the decree of this court; and as to the transfer or sale of goods to said Joshua W. Smith he has no knowledge or information except by said bill, and leaves complainants to their proof.

Twenty-fifth. To the 25th paragraph of said bill he say' he does
83 not know and is not informed as to any of the matters therein stated,
and therefore leaves complainants to their proof.

Twenty-sixth. As to the matters in the 26th paragraph of said bill he says he ought to be allowed to prosecute said suit in the circuit court for the county of Sag'naw; that said court has jurisdiction thereof, and he is advised & believes, and that this court has not jurisdiction either of the subject-matter or of the defendant.

Twenty-seventh. This defendant says that said goods purchased by him from said Schott & Feibish were paid for by him in notes & cash, and that before the seizure of the goods by said complainant Mathews he had paid upon the purchase thereof and on the notes given therefor upwards of six thousand dollars in cash that since said seizure he has paid the balance due thereon, with the exception of about $300. And this defendant says thus, not waiving the benefit of the answer herein made, said complaintants have not in and by said bill made or stated such a case as does or ought to entitle them to any discovery or relief in this court upon the matters therein stated; that this court ought to have and will not take further cognizance or jurisdiction herein, because the subject-matter and
cause of action set forth in said bill of complaint is not within the
84 jurisdiction of the court, as appears by said bill of complaint, but
is within the jurisdiction of the circuit court for the county of Saginaw, which is a court of general jurisdiction in and for the State of Michigan, and which has exclusive cognizance and jurisdiction of the subject-matter and cause of action set forth in said bill at the date of the commencement of this suit in the action at law in said circuit court for the county of Sag'naw, depending between substantially the same parties as are made parties herein. And, for further cause of demurrer, says that it appears by the complainants' bill that the said Samuel Schott & Philip Feibish and Joseph Leroux therein named are necessary parties to said bill; wherefor' this defendant prays that he may have the same benefit of the defense as if he had not answered said bill and had specially demurred thereto. All which matters and things this defendant is ready to ever, maintain, and prove as this court shall direct, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

MAX SCHOTT.

DE FOREST PAINE,
Sol'r for Def't.
JOHN MOORE,
Of Counsel.

85, 86 STATE OF MICHIGAN,
Eastern District, ss:

Max Schott, being duly sworn, says that he is the defendant named in the foregoing answer and subscribed the same, that he has heard the same; read and knows the contents thereof, and that it is true of his own knowledge, except as to the matters which are therein stated to be on his information and belief, and as to those matters he believes it to be true.

Sworn to & subscribed before me this 15th day of January, 1879.

ADDISON MANDELL,
Comm'r Circuit U. S., Eastern Dist. of Michigan.

87 *Replication.*

The circuit court of the United States for the eastern district of Michigan. In equity.

The replication of Joseph L. Hudson, assignee of Schott & Feibish in bankruptcy, Salmon S. Mathews, & John E. Wells, complainants, to the answer of Max Schott, defendant.

These repliants, saving and reserving to themselves now and at all times hereafter all and all manner of benefit and advantage of exception which may be taken to the manifold insufficiencies of the said answer, for replication thereunto say that they will aver, maintain, and prove their bill of complaint to be true, certain, and sufficient in the law to be answered unto, and that the said answer of said defendant is uncertain, untrue, and insufficient to be replied unto by these repliants, without this: that any other matter or thing whatever in the said answer contained material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed, or denied, is true. All which matters and things these repliants are and will be ready to aver, maintain, and prove as this honorable court shall direct; and humbly pray as in and by their said bill they have already prayed.

M. E. CROFOOT,
Solicitor for Complainant.

88 (Indorsed:) 190. Circuit court of the U. S. for the eastern dist. of Michigan. In equity. Joseph L. Hudson, assignee, et al., complainant', vs. Max Schott, defendant. Replication. To De Forest Paine, sol'r for def't. Filed this 29 day of January, 1879. A. Mandell, clerk. M. E. Crofoot, solicitor for complainant'.

89 *Petition to set down demurrer for argument.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, SALMON S. MATHEWS, AND
John E. Wells
vs.
MAX SCHOTT.

To the honorable the judges of said circuit court:

The petition of Joseph L. Hudson, Salmon S. Mathews, and John E. Wells, the above-named complainants, represents that a bill of complaint was filed in said court by said complainants against said defendant on the 8th day of October, 1878, and that said defendant, Max Schott, appeared in said cause and filed an answer with a general demurrer clause therein to the whole of said bill, which said answer and demurrer was filed on the 15th day of January, 1879, by De Forest Paine, solicitor for said defendant, Max Schott.

Your petitioners therefore pray that the said answer and demurrer may be set down for argument on the next rule day of said court, to wit, on the first Monday of February next.

Dated January 29, 1879.

JOSEPH L. HUDSON,
SALMON S. MATHEWS,
JOHN E. WELLS,
By M. E. CROFOOT,
Sol'r for Comp'ts.

90 (Indorsed:) U. S. circuit court for east. dist. of Michigan. In equity. Joseph L. Hudson et al. vs. Max Schott. Petition to set down answer & demurrer for argument. Filed Jan'y 29th, 1879. A. Mandell, cl'k. M. E. Crofoot, sol'r for comp'ts.

91, 92 *Order setting down demurrer for argument.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

Joseph L. Hudson, Salmon S. Mathews, and John E. Wells
vs.
Max Schott.

On reading and filing the petition of said complainants showing that the above-named defendant, Max Schott, on the 15th day of January, 1879, filed an answer with a general demurrer clause therein to the whole of said bill, therefore upon the motion of M. E. Crofoot, solicitor for said complainants, it is ordered that said answer and demurrer be set down for argument on the next rule day of said court, to wit, on the first Monday of February next.

Date January 29th, 1879.

M. E. CROFOOT,
Sol'r for Comp't.

93 *Affidavit of Mr. Wisner, for contempt.*

Circuit court of the United States, eastern district of Michigan. In equity.

Joseph L. Hudson, assignee, etc., Salmon S. Mathews, & John E. Wells
vs.
Max Schott.

State of Michigan,
Eastern District, ss:

Oscar F. Wisner, being duly sworn, says that he is one of the firm of

Wisner & Draper, residing and doing business at East Saginaw, in said district; that said firm are the attorneys for Salmon S. Mathews and John E. Wells, two of the complainants above named, in a cause pending in the circuit court for Saginaw county, Michigan, wherein Max Schott, the above-named defendant, is plaintiff and said Mathews and Wells are defendants; that L. T. Durand and De Forest Paine, under the firm name of Durand & Paine, are said Schott's attorneys in said cause. Deponent further says that the February term of said circuit court for Saginaw County was begun at Saginaw, in said county, on the 4th day of February last, and said term is not yet ended. That on or about
94 the 3rd day of January, 1879, but the exact date the deponent cannot state, deponent's firm was served by Durand & Paine, attorneys for said Schott, with a notice of trial in said cause in said circuit court. The notice so received is annexed hereto; said notice is in the handwriting of De Forest Paine, one of said attorneys, as deponent verily believes. Deponent further says that said Durand & Paine, as attorneys for said Schott, caused said suit to be placed upon the calendar of said court for the February term thereof, and on the 4th day of March, 1879, a notice hereto annexed was served upon deponent by George H. Paine, a brother of said De Forest Paine.

Deponent further says that he is informed by the clerk of said court that pursuant to said notice said attorneys for said Schott procured said cause to be set down for trial on the 20th day of March instant, and the same is now assigned for trial in said court on that day.

OSCAR F. WISNER.

Subscribed & sworn to before me this 10th day of March, 1879.

HERBERT A. PAINE,
Notary-Public in and for and residing in
Saginaw County, Michigan.

95 Circuit court for the county of Saginaw.

STATE OF MICHIGAN:

MAX SCHOTT
vs.
SALMON S. MATHEWS AND JOHN E. WELLS.

Take notice that the above-entitled cause will be brought on for trial at the next term of the said court.

Dated the 2nd day of January, 1879.

DURAND & PAINE,
Attorneys for Plaintiff.

To WISNER & DRAPER, Esq's,
Attorneys for Defendants.

96 The circuit court for the circuit of Saginaw.

MAX SCHOTT
vs.
JOHN E. WELLS AND SALMON S. MATHEWS.

To Messrs. WISNER & DRAPER,
Att'ys for Def'ts:

GENT'N: You will please take notice that upon Thursday, March 6th, 1879, at the opening of court on that day, or as soon thereafter as counsel can be heard, the plaintiff will move said court for an assignment of said cause for trial at the present term of said court.

Yours, etc.,

DURAND & PAINE,
Att'ys for Pl'ff.

Dated March 4th, 1879.

97 *Order that L. F. Durand & DeF. Paine show cause why an attachment should not issue ag't them.*

U. S. circuit court, east' dist. of Michigan. In equity.

JOSEPH L. HUDSON, SALMON S. MATHEWS, AND JOHN E. WELLS
vs.
MAX SCHOTT.

On reading the return of the marshal of this district, showing personal service of the injunction issued in the cause upon Max Schott and Durand & Paine, composed of Lorenzo T. Durand & DeForest Paine, his attorneys, on November 13th, 1878, and on reading and filing the affidavit of Oscar T. Wisner, and on motion of complainants' solicitor, ordered that the said Lorenzo T. Durand & DeForest Paine do each appear in this court on Monday, March 24th, 1879, at 10 o'clock a. m., and show cause why an attachment should not issue against them and each of them, and they and each of them be punished for their alleged misconduct in violating the injunction issued in this cause. And it is further ordered that copies of the affidavit and other papers on which the motion is founded be served upon each of said parties personally at least five days previous to the said 24th day of March, 1879.

98 (Indorsed:) Circuit court of U. S., east' dist. of Michigan. In equity. Joseph L. Hudson et al. vs. Max Schott. Ordered that Lorenzo T. Durand & De Forest Paine show cause on Mar. 24, '79, why attachment should not issue for contempt. Filed March 11, 1879. A. Mandell, clerk.

99, 100 *Order denying mo. for attachment for contempt.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room, in the city of Detroit, on Tuesday, the twenty-fifth day of March, in the year one thousand eight hundred and seventy-nine.

Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. Mathews, and John E. Wells *vs.* MAX SCHOTT.	In equity.

The order heretofore entered herein that De Forest Paine show cause on the 24th day of March, 1879, why he should not be committed for contempt for violation of injunction issued in said cause now coming on to be heard, Mr. Paine appeared in court by Mr. Russel as his counsel and showed cause why he should not be attached as for contempt, and it appearing to the court that sufficient cause was shown by said Paine why he should not be so attached, and said attachment is by the court now here denied.

101 *Mo. to dissolve injunction.*

The circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE OF SCHOTT & Feibish, in bankruptcy, Salmon S. Mathews and John E. Wells *vs.* MAX SCHOTT.	Motion to dissolve injunction.

Now comes the said defendant, Max Schott, by De Forest Paine, his solicitor, and moves this court that the injunction heretofore granted in the above-entitled cause be set aside and be held for nought for the reasons following, to wit:

First. Because there is no law authorizing this court to issue said injunction.

Second. Because the issuing of said injunction is in direct violation of section 720 of the Revised Statute' of the United States.

Third. Because said injunction is not within the exception mentioned in sec. 720 U. S. Revised Statutes.

Fourth. Because said injunction is not authorized by any law relating to proceedings in bankruptcy.

Fifth. Because this cause is not a matter of proceeding in bankruptcy.

This motion is founded on the records and files in this cause.

DE FOREST PAINE,
Sol'r for Def't.

Dated & entered May 29th, 1879.

102 (Indorsed:) United States circuit court for east. dist. of Michigan Joseph L. Hudson vs. Max Schott. Motion to dissolve injunction Filed May 30, '79. De Forest Paine, sol'r for def't.

103 *Affidavit for order to extend time to take proof.*

U. S. circuit court, east. dist. of Mich. In equity.

JOSEPH L. HUDSON, ASS., ETC., ET AL.
vs.
MAX SCHOTT.

STATE OF MICHIGAN,
County of Wayne, ss:

H. C. Wisner, being duly sworn, says that he is one of complainants' counsel in this cause, M. E. Crofot being sol'r of record; that on Jan'y 15 def't answered the bill, and with his answer demurred thereto; Jan'y 29th, the replication was filed, and March 11th the motion made to dissolve injunction; that in two other cases commenced in this court by said complainants against other parties, the jurisdiction of the court to entertain the same was questioned in different ways, and until that question was disposed of it was impolitic to encur the expense of taking proofs in this case, as the same question was involved in this as in those other cases, and an adverse decision in those would have compelled the abandonmens of this. Nothing, therefore, in the way of taking proofs in this case hat been done. On June 23rd, the demurrer to the bill in one of the other cases was overruled, which, for the time being, disposed of the question of jurisdiction, and complainants are now desirous of taking proofs in this case. This affidavit is made for the purpose of getting an extension of time therefor, under gen. c'y rule 69. 104

H. S. WISNER.

Subscribed & sworn to before me this July 15th, 1879.

G. MOTT WILLIAMS,
Notary Public, Wayne Co., Mich.

(Indorsed:) U. S. circuit court, east. dist. of Mich. In equity. Joseph L. Hudson et al. vs. Max Schott. Aff't to extend time to take proofs. Filed July 15th, '79. A. Mandell, clerk. M. E. Crofoot, comp'ts' sol'r.

105 *Order extending time to take proofs.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room, in the city of Detroit, on Tuesday, the fifteenth day of July, in the year one thousand eight hundred and seventy-nine.

Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. MATHEWS, and John E. Wells
vs.
MAX SCHOTT.
In equity.

Due cause being shown by the affidavit of H. C. Wisner, this day filed, on motion of complainants' solicitor, ordered, that the time for taking proofs herein be, and the same is hereby, extended until October 15th, 1879.

106 *Further order extending time to take proofs.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held, pursuant to adjournment, in the district court-room, on Friday, the 10th day of October, in the year one thousand eight hundred & seventy-nine.

Present, Hon. Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. MATHEWS, and John E. Wells
vs.
MAX SCHOTT.
} In equity.

On reading & filing stipulation signed by the solicitors for the respective parties, ordered, that the time for complainants to take proof in this cause be, and the same is hereby, extended ten days from October 15th instant.

107, 108 *Order of master fixing time to take testimony.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE, &C., S. MATHEWS, and John E. Wells
vs.
MAX SCHOTT.

On motion of De Forest Paine, sol'r for defendant herein, I hereby fix Monday the 19th day of Jan'y inst., at two o'clock, the afternoon of that day, as the time, and my office, in the post-office building, in the city of Detroit, in said State, as the place for the examination of such witnesses as may then be produced by the defendant for examination in his behalf. Notice of this order shall be served upon the sol'r of said comp't at least eight days prior to the time herein fixed for taking said testimony.

ADDISON MANDELL,
Master & Examiner.

Dated Detroit, Jan'y 6th, 1880.

(Endorsed:) Made and filed Jan'y 6th, 1880. (Sig'd) A. Mandell, clerk.

109 *Order further extending time to take testimony.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court-room in the city of Detroit, on Saturday the seventeenth day of January, in the year one thousand eight hundred and eighty.

Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. MATHEWS and John E. Wells
vs.
MAX SCHOTT.
} In equity.

On motion of defendant, by De Forest Paine, his solicitor, it is ordered that the time for taking proofs in this cause be, and the same is hereby, extended fourteeen days from and after the 25th day of January instant.

110, 111 *Note of issue for March term.*

U. S. circuit court, east. dist. of Michigan. In equity.

JOSEPH L. HUDSON, ASS., ETC., ET AL
vs.
MAX SCHOTT.

This cause having been noticed for hearing on pleadings & proofs at the March, 1880, term of said court, you will please cause the same to be placed on the calendar for that term.

Yours, etc.,

M. E. CROFOOT,
Sol'r for Comr't.

FEB'Y 16TH, 1880.

GEO. V. M. LOTHROP,
ASHLEY POND,
WISNER & SPEED,
Of Counsel.

To ADDISON MANDELL, Esq., *Clerk.*

(Endorsed:) Entered and filed Feb'y 16th, 1880. (Sig'd) A. Mandell, cl'k.

112, 113 *Complainants' depositions.*

The circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE, ETC., SALMON S. Mathews, Myron Bunnell, and Horace Becker
vs.
JOSEPH LEROUX AND MAX SCHOTT.

Please take notice that Henry Michaels, Ferdinand Hays, Bernard Rotschilt, Morley A. Stern, Nathan Levi, Rudolph Lichtenstine, Joseph Bulher, Elias Strauss, Hermann Rosenberg, Moreas Michalls, Sigmond S. Beir, Isaac J. Beir, Moses Garson, Joseph E. Moerel, Isaac M. Slowman, Meyer Dinkelspeil, Max Cauffman, & M. Desbuker, who reside in the city of Rochester, State of New York, will be examined de bene esee as witnesses for the complainants in the above cause, before Joseph D. Husbands, esq., United States commissioner, at his office, No. 143 Powers 114 building, in the city of Rochester, State of New York, on the 15th day of September, 1879, at 2.30 o'clock in the afternoon of that day, according to sections 863 & 864 of the Revised Statutes of the United States; that such examination will be continued from day to day thereafter until the same is finished; and you are requested to appear and cross-examine said witnesses if you so desire.

Dated Sept. 4th, 1879.

Yours, etc.,

M. E. CROFOOT,
Comp'ts' Sol'r.

TO DE FOREST PAINE, Esq.,
Sol'r for Def't Schott, &
McDONNELL & MANN,
Sol'rs for Def't Leroux.

STATE OF MICHIGAN,
County of Wayne, ss:

H. C. Wisner, being duly sworn, says that on the 4th day of Sept. 1879, he served a notice, of which the within is a true copy, upon De Forrest Paine, esq., sol'r for def't Schott, by handing to him personally in the city of Detroit.

H. C. WISNER.

Subscribed & sworn to before me Sept. 4th, 1879.

WILLIAM J. GRAY,
Notary Public, Wayne Co., Mich.

115 STATE OF MICHIGAN,
Wayne County, ss:

Edward A. Cooley, being duly sworn, says that on the 5th day of Sept., 1879, he served a notice, of which the within is a true copy, upon McDonnell & Mann, solicitors for defendant Leroux, by handing the same personally to George W. Mann, one of the members of said firm, at the city of Bay City.

E. A. COOLEY.

Subscribed & sworn to before me Sept. 5th, 1879.

GEORGE W. MANN,
Notary Public, Bay County, Mich.

Stipulation to take testimony herein by a stenographer.

The circuit court for the United States for the eastern district of Michigan.
In equity.

JOSEPH L. HUDSON, AS ASSIGNEE IN BANKRUPTCY of Schott & Feibish, and Salmon S. Mathews, Miran Bunnell, and Horace Beeker
vs.
JOSEPH LEROUX AND MAX SCHOTT.

The parties to this cause having appeared before Joseph D. Husbands, a United States circuit court commissioner, residing at Rochester, in the northern district of New York, pursuant to the annexed notice, to take
116 the testimony of the witnesses named in said notice, or such of them
as shall be produced by or on behalf of the said complainants, the said complainants appearing by Mr. Perkins, their counsel, and the said defendant Leroux by Mr. McDonnell, his solicitor & counsel, and the said defendant Schott by Mr. Paine, his solicitor; and it being deemed for the mutual benefit of the parties aforesaid to expedite the taking of such testimony by having the same taken in the first instance by a stenographer, and by him written out for signing by the witnesses, respectively, it is hereby stipulated and agreed that the depositions and testimony of said witnesses in said notice named, or of such of them as shall be produced and examined on behalf of the said complainants pursuant of such notice, be taken by short-hand by Mr. Joseph E. Ludlam, a stenographer, residing in Rochester aforesaid, and thereafter by him written out for the signatures of said witnesses, respectively; and that after being so written out the same

be read over to such witnesses, respectively, by the said commissioner in the presence of said parties and their counsel, or such of them as may attend at such reading, & be signed by said witnesses, and the jurat of each deposition be signed by said commissioner officially, with the like effect
117 in all respects as if said depositions and testimony were reduced to
J. D. H. writing and taken by the hand of the said commissioner or of the said witnesses, respectively, and that the fees of said commissioner be the same as if reduced to writing and taken by the hand of the said commissioner, and that the fees of the said stenographer be paid—those for the direct examination by plaintiffs and cross-examination by defendants, and each party pay for his own copy.

Sept. 16, 1879.

J. B. PERKINS,
For Plff's.
A. McDOWELL,
Sol'r for Def. Leroux.
DE FOREST PAINE,
Sol'r for Def't Schott.

The circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, AS ASSIGNEE IN BANKruptcy of Schott & Feibish, and Salmon S. Mathews, Miron Burwell, and Horace Beeker
vs.
JOSEPH LEROUX AND MAX SCHOTT.

UNITED STATES OF AMERICA,
Northern District of New York,
Monroe County, City of Rochester, ss:

118 Before Joseph D. Husbands, United States circuit court commissioner in & for said northern district of New York.

Be it remembered that on the 15th day of November, A. D. 1879, before Joseph D. Husbands, a commissioner appointed by the circuit court of the United States for the said northern district of New York, in the second circuit, under and by virtue of the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, A. D. 1812, and other acts of Congress relating to the said office, at his offices, numbers 10 and 12 Powers Building, in said city of Rochester (the said offices being used by consent instead of office No. 143 in said building lately occupied by said commissioner), appeared the said complainants above named, by Mr. James Buck Perkins, their counsel, and also the said defendants aforenamed consenting as aforesaid as to place), the said Joseph Leroux then and there appearing by Mr. Archibald McDonnell, his solicitor and counsel, and the said defendant, Max Schott, then and there appearing by Mr. De
119 Forrest Paine, his solicitor and counsel, pursuant to the notice hereto annexed; and I do hereby certify that the reason for taking the tes-

timony of the witnesses named in said notice is that they reside in Rochester, aforesaid, more than one hundred miles from the place of trial of this cause, and out of the district in which it is to be tried and is pending as aforesaid.

And it is now and here agreed by and between the said counsel that the testimony of such of said witnesses as may be produced and examined on behalf of said complainants be taken by Mr. Joseph E. Ludlam, a stenographer, residing in Rochester aforesaid, with the like effect as if taken by the hand of said commissioner or of the said witnesses, respectively, and a stipulation therefore is to be hereto annexed as a part of the proceedings under the said notice before the said commissioner; and thereupon by consent the taking of the testimony of said witnesses is adjourned to September 16th, A. D. 1879, at 9 o'clock a. m., at said offices, No. 10 & 12 Powers Building, in Rochester aforesaid.

120 Rochester, New York, September 15th, 1879.

J. D. HUSBAND,
U. S. C't C't Com.

And now, on this 16th day of September, A. D. 1879, the said parties, complainants and defendants above named, appears by their respective counsel above named at said offices No. 10 & 12 Powers Building, in said city of Rochester, New York, pursuant to the said adjournment, and, after signing and delivering to the said commissioner the stipulation annexed hereto, the said complainants proceed then and there to take the testimony of witnesses named in said notice as provided in said stipulation.

The first of said witnesses called and examined on behalf of said complainants is Bernard Rotschild, whose deposition follows in the words and figures following, that is to say:

121 [1 wit.] *Bernard Rothschild.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

BERNARD ROTSCHILD, of Rochester, county of Monroe, in said northern district of New York, being of full age, and having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose and testify as follows, that is to say:

Direct examination, by Mr. J. BUCK PERKINS, counsel for the complainants:

Q. Where do you live?
A. Rochester, N. Y.
Q. What is your business?
A. Wholesale clothing.
Q. What firm are you a member of?
A. Nathan Levi & Co.
Q. And have you been for some years?
A. Yes, sir.
Q. Prior to 1877?
A. Yes, sir.

Q. Your firm are wholesale clothiers?
A. Yes, sir.
Q. Do you know Samuel Schott & Phillip Feibish?
A. Yes, sir.
Q. Where did they do business?
A. In Detroit, Michigan.
Q. Were they in partnership?
A. Yes, sir.
Q. Did your house ever do any business with that firm?
A. Yes, sir.
Q. What was the title of that firm?
A. Schott & Feibish.
Q. When did you first sell them any goods?
A. In the fall of 1877.
Q. Do you know Joseph Leroux?
A. Yes, sir.
122 Q. How long have you known him?
A. Since I attached the goods in this suit.
Q. When was that?
A. In the spring of 1878.
Q. How long have you known the members of the firm of Schott & Feibish?
A. For a good many years; particularly Samuel Schott?
Q. Do you know Max Schott?
A. I do.
Q. How long have you known him?
A. Only since the spring of 1878?
Q. You began selling goods in the fall of 1876 to Schott & Feibish?
A. Yes, sir.
Q. Do you sell them any in the spring of 1877?
A. Yes, sir.
Q. That was prior to the first failure?
A. Yes, sir.
Q. When did Schott & Feibish first fail?
A. In the fall of 1877.
Q. What amount did they owe you at that time?
A. About $6,000.
Q. Did you go to Detroit yourself that time?
A. I did not.
Q. Did you see the members of the firm of Schott & Feibish at that time?
A. No, sir; not at that time. I saw them prior to the failure?
Q. How long prior to the failure?
A. In the spring prior to the failure I saw Samuel Schott here in Rochester.
Q. He purchased goods from your firm at that time here in Rochester?
123 A. Yes, sir.
Q. To what amount at that time?
A. About $2,200; he bought them here, & then I went to New York to see him about them.

Q. Did you have any conversation with him in New York?

A. Yes, sir.

Q. What?

A. I went down to New York to see him in reference to his business affairs. I intended to speak with him here, but he left before I could see him; he gave me a statement in reference to his firm and stores, which he claimed to own at that time.

Q. Was the statement in writing?

A. No, sir; but it was in the presence of witnesses.

Q. What did he say?

A. He said he had 3 stores in all, one in Detroit, one in Bay City, & one in East Saginaw; he said Mr. Feibish was not interested in any of the stores except the Detroit store; that Samuel Schott, J. P. Leroux, & Max Schott constituted the firm of Schott & Co. in Bay City, and he himself and Max Schott constituted the firm in East Saginaw.

(Counsel for defendants object to any testimony relating to the sale prior to the 1st failure, and also to any testimony relating to establishing a copartnership between Schott & Leroux & Schott & Feibish, as incompetent and immeterial.)

124 He told me that the firm of Schott & Feibish was worth at that time $60,000 above all liabilities.

Q. Did that include the Bay City and Saginaw stores?

(Same objection as last.)

A. He said the firm of Schott & Feibish alone was worth that.

Q. Can you give any other statement?

A. In answer to a question of mine about his buying too many goods, he told me he must buy for all his 3 stores.

Q. Did he say anything as to the condition of the Bay City & Saginaw stores?

A. No, sir; I didn't ask him.

Q. In that fall the firm of Schott & Feibish suspended payment?

A. Yes, sir; the firm of Schott & Feibish and Schott & Co., of East Saginaw, suspended that fall.

Q. Your account was entirely against the firm of Schott & Feibish?

A. Yes, sir.

Q. Do you know what were the *habitudes* of those firms when they suspended?

(Objected to as immaterial.)

A. The Detroit firm about $25,000 & the East Saginaw firm about $15,000.

Q. Did you go to Detroit subsequent to the suspension?

A. I did.

Q. When was that?

A. In November.

Q. Had Schott & Feibish made an assignment?

A. No, sir; I went there shortly after their composition was effected.

125 Q. There was a composition effected in bankruptcy?

A. Yes, sir.

Q. What was the percentage at which they settled?

A. 35 per cent.

Q. Was that paid in cash or notes?

A. In notes.

Q. Payable when?

A. I don't remember.

Q. Any indorser?

A. Yes, sir; Sigmond Rotschild was indorser on all the notes.

Q. How long after the composition being effected were you in Detroit?

A. I don't remember exactly; a very short time after that, because the goods we had sold them were just being unpacked in the store while I was there.

Q. Did the Bay City firm make a composition on the same terms as Schott & Feibish?

A. The Bay City firm didn't fail; it was the Saginaw firm; they compromised on the same terms.

Q. How long prior to the 1st suspension of Schott & Feibish had your firm sold them goods?

(Objected to as immaterial.)

A. About four months, I should judge.

Q. When you were there after the settlement you saw same goods in Schott & Feibish' store which you had sold them?

A. Yes, sir; almost all of them.

Q. Where was that store?

A. Jefferson avenue, Detroit.

Q. Did the firm continue in that store after the failure?

A. Yes, sir.

Q. How large a store was it?

126 A. I can't give the size; it was not a large store; an ordinary retail store.

Q. Did you notice how many goods there were in the store when you were there in November?

A. Yes, sir.

Q. Can you state the amount of the stock?

(Objected to as immeterial.)

A. I should judge there was full $50,000 worth.

Q. You have been in the clothing business some years and are familiar with the price and quality of such goods?

A. Yes, sir.

Q. Such as were dealt in by Schott & Feibish?

A. Yes, sir.

Q. What goods did they deal in?

(Same objection.)

A. Clothing principally; some furnishing goods.

Q. Ready-made clothing?

A. Yes, sir.

Q. In November, 1877, did you sell that firm any goods?

A. We did.

Q. How much?

A. $6,000 in all.

Q. Did you sell them any more after that?

A. No, sir; that was our last sale to them.

Q. Did you see Schott & Feibish at that time?

A. Yes, sir; both.

Q. Did you see Mr. Leroux?

A. No, sir.

Q. Or Max Schott?

A. No, sir.

Q. Did you have any conversation with either Schott & Feibish at that time?

A. Yes, sir.

Q. State it.

(Obj. to as incompetent & immeterial.)

A. They were shipping goods to Saginaw & Bay City while I was there.

127 Q. Did you see them packing the goods?

A. I did.

Q. How large an amount?

A. I can't tell exactly—several cases.

Q. Do you know what goods these were? Were any of them your own goods?

A. Oh, yes; our goods were just coming in that day. He was dividing them up, & he said he was sending them to these branch stores.

(Same objection.)

Q. Your goods, as they were received, you saw packed & sent to the Bay City & Saginaw stores?

A. Yes, sir.

Q. What was the name of the Bay City firm at that time?

A. J. P. Leroux & Co.

Q. & the name of the Saginaw firm?

A. Max Schott.

Q. Do you know who composed the firm at Bay City?

(Objected to as incompetent & immeterial.)

A. J. P. Leroux & Max Schott.

(Same objection.)

Q. Did you see anything further done to the goods except being shipped to Bay City & East Saginaw?

A. I did not.

Q. How long were you at Detroit at that time?

A. A day or two.

Q. State what conversation, if any, you had with Schott & Feibish or either of them at that time.

A. I didn't have any except what I've stated; the goods came in,
128 and Schott divided them up and said that he was sending them to
his branch stores. They were packing them, and I saw some cases marked "J. P. Leroux."

Q. Who said this?

A. Samuel Schott. The goods were put into the cases without any invoice being made of them; at least, I saw them put into the boxes, but I saw no invoice; I was in the store the most part of the afternoon.

Q. What amount of goods did you see boxed up there?

A About $3,000 or $4,000 worth.

Q. Were both members of the firm present?

A. Yes, sir.

Q. Did they assist in boxing up the goods?

A. No, sir; the clerks boxed them.

Q. Where did they pick the goods from?

A. From the counters.

Q. You saw no memorandum made?

A. No, sir.

Q. Did you have any further conversation with them at that time?

A. Yes, sir; with referance to some notes which were indorsed by Sigmond Rothschild, & which he said I could get the money on.

Q. Any conversation with referance to their responsibility?

A. No, sir.

Q. Did you see any books of account belonging to them at that time?

A. I saw books at the desk, but I didn't take particular notice of them.

129 Q. When did you again see either member of that firm?

A. In February, 1878.

Q. Which one did you see?

A. Samuel Schott.

Q. Where?

A. At his store in Detroit; I went up there.

Q. Any one with you?

A. Yes; Mr. Henry Michaels.

Q. Had Schott & Feibish suspended payment prior to that?

A. No, sir; they suspended in the early part of March, 1878. I was there the latter part of February.

Q. What conversation did you have with Schott at that time?

(Objected to as incompetent & immeterial.)

A. I told him we had come up for the purpose of looking into his affairs, and because we had heard that he had disposed of all his assets and had been East trying to buy more goods, and couldn't get any, or but very few; that he hadn't paid anything out of all his purchases, and his notes were offered at 75 cts. on the $, and we wanted to know what was the matter; he told me we needn't be alarmed, that all our bills would be paid when due.

Q. Anything further?

A. I don't remember anything further particularly.

Q. Did he make any statement about his financial condition?

A. No, sir; I asked him for it & he refused.

130 Q. Did you ask to see his books of account?

A. Yes; he wouldn't let me see them.

Q. You didn't see them?

A. No, sir.

Q. Did you have any conversation with Feibish?

A. I don't remember.

Q. Did you see what stock there was in the store of Schott & Feibish?

A. Yes, sir.

Q. What was the amount of it, in your judgment?

A. It was not $12,000.

Q. Much less than in November prior?

A. A great deal less.

Q. Were they shipping any goods while you were there?

A. No, sir; I didn't see them ship any; I ascertained they shipped some after I was there.

Q. They suspended payment early in March?

A. Yes, sir.

Q. Did you go up there again?

A. Yes, sir; with Mr. Michaels & Mr. Hays.

Q. You went to the store?

A. Yes, sir.

Q. Was it closed?

A. No, sir; it was in charge of the assignee, Mr. Freund.

Q. Did you know him before that?

A. No, sir.

Q. Had he been in business prior to that time?

A. I don't know anything about him.

Q. Did you go into the store?

A. Yes, sir.

Q. Did you see what goods there were there?

A. Yes, sir; there was not much to be seen.

Q. How much was there?

A. About $8,000 or $7,000 worth.

Q. Was that the value of all the goods?

131 A. Yes, sir.

Did you see any books of account of Schott & Feibish?

A. Yes, sir.

Q. What sort of books?

A. Little bits of books, apparently new.

Q. How many?

A. I don't remember.

Q. Did you see them in their store?

A. Yes, sir.

Q. Did you ask them whether these were the books of account?

A. Yes, sir; I asked them for their books of account, and they gave me these little books.

Q. Whom did you ask?

A. Schott & Feibish.

Q. Do you know in whose handwriting they were?

A. Mostly in Mr. Schott's.

Q. Do you know who had kept the books of that firm?

A. Mr. Feibish.

Q. What book is that before you?

A. That they claim to be their ledger book, marked "Exhibit A," for identification.

Q. Did you examine these books?

A. I did.

Q. Did you have any conversation with them as to the sales they had made?

A. I questioned Mr. Samuel Schott in reference to the entries in these books.

Q. What entries did you question him about?

A. The accounts of J. P. Leroux & Co., Max Schott, & J. W. Smith & Co.

(Same objection as last.)

Q. What did these accounts show?

(Objected to, the books being the best evidence.)

132 A. The accounts showed that Schott & Feibish had shipped the bulk of their stock to those parties at wholesale.

Q. To what amount?

A. About $30,000 in all; about $12,000 to Leroux, $9,000 to Max Schott, & $9,000 to Smith.

Q. Where was Smith's store?

A. In Detroit.

Q. Do you know Mr. Smith?

A. Yes, sir.

Q. When did you first know him?

A. I got acquainted with him that spring, at the time of the failure.

Q. Had you known such a firm prior to that time?

A. No, sir.

Q. When were these goods charged to these firms?

A. From November to February, and I think some were charged in March, a few days before they made their assignment.

Q. What credits were shown on these accounts?

(Same objection as last.)

A. They were all cleanly settled by notes.

Q. At what date?

A. Various dates.

Q. What did Schott say about these entries when you called his attention to them?

(Objected to as incompetent and immaterial.)

A. He said he received notes from these parties for the amount of the goods and the notes were all paid. I asked him what he had done with the proceeds. He said he couldn't state, it was all gone.

Q. Any further conversation?

A. Nothing particularly.

133 Q. At that time a petition in bankruptcy was filed against Schott & Feibish?

A. Yes, sir.

Q. And the goods in the store were subsequently taken by the bankruptcy officials?

A. Yes, sir.

Q. Did you go to Bay City at that time?

A. I did.

Q. Did you see Mr. Leroux there?

A. Yes, sir.

Q. Where?

A. At the store of J. P. Leroux & Co.

Q. What conversation, if any, did you have with Leroux?

A. I had the United States marshal with me, and introduced him to Leroux. I told Leroux I had found out that Schott & Feibish had shipped a great many goods to him and not in the ordinary course of business; that Schott & Feibish were retail dealers, and the manner in which these goods were shipped was not the way for retailers, and that I had the United States marshal with me to seize the goods.

Q. Schott & Feibish carried on a retail business?

A. Yes, sir.

Q. Were they jobbers?

A. No, sir; I claim they were not jobbers.

Q. What further was said between you & Leroux?

A. I told him I should seize these goods as the property of Schott & Feibish. He said of course he couldn't help himself; he didn't know anything about it. I asked him to point out the goods he bought of
Schott & Fiebish since the first failure. He refused to do it. I
134 then looked through the stock & recognized the majority of the
goods to be Rochester goods & new goods, & I told the marshal to take them.

Q. Did you examine the stock?

A. Yes, sir.

Q. Was an inventory taken?

A. Yes; I was there while it was taken.

Q. What was the amount of it?

A. About $8,000.

Q. By whom was it taken?

A. Joseph Eastwood, S. V. Wilkin, & one of the firm of Breckler & Leuenstien.

Q. Did you see it taken?

A. I was there while it was being taken.

Q. State as to whether it was correct or incorrect.

(Objected to as incompetent.)

A. I think it was correct.

Q. Did it represent, in your opinion, the full market value of the goods?

(Same objection.)

A. I think I did.

Q. What further conversation did you have with Leroux at that time?

A. I saw him off & on during the day. He expressed surprise that I should take any goods from his store. I told him that he certainly ought to have known that if he bought goods in the way he did it could not be straight. He told me he didn't think it any of my business to inquire into it.

Q. Did he say anything about Samuel Schott having bought goods for his store?

135 A. He said nothing to me about that.

Q. How long were you there?

A. Just about ½ a day or a day.

Q. Was anything said by Leroux as to the manner Leroux & Co. had sold goods?

A. Yes, sir. Leroux told me he was auctioning goods.

Q. Did he state what amount was sold at auction?

A. No, sir.

Q. Leroux & Co. had a retail store there?

A. Yes, sir.

Q. Did he state at what time they had sold goods at auction?

A. Prior to that time when I was up there, before I saw them selling at auction, & asked him about it, and he told me they had been selling for the past two weeks.

Q. Did you ascertain what amount had been sold at auction?

A. No, sir.

Q. Were these winter or summer goods that had been shipped to them?

A. Mostly winter goods.

Q. Shipped to them late in February?

A. Yes, sir.

Q. Did Leroux say whether they had sold any at auction till recently?

A. He told me that since about two weeks they commenced selling at auction.

Q. Did he give any reason for it?

A. No, sir.

136 Q. Did you see a suit of goods there that you recognized as coming from your store in Rochester?

A. Yes, sir.

Q. Did you ascertain from any clerk in the store at what price it was sold?

A. Yes, sir.

Q. At what price?

(Objected to as hearsay.)

A. I asked one of the clerks what he got for that suit, & he told me $12.00.

Q. Was it a clerk acting as salesman in the store?

A. Yes, sir.

Q. What was the price at which you sold it?

A. $14 or $14.50, that was the price we charged Schott & Feitish.

Q. When were the goods of which these goods part sold to Schott Feibish?

A. In November.

Q. Did you have any further conversation with Leroux at that time?

A. No, sir; I went from there to Saginaw.

Q. Did you see Max Schott there?

A. Yes, sir.

Q. Where?

A. In his store.

Q. Did you see the stock he had?

A. Yes, sir.

Q. What was the value of it, in your judgment?

A. Something about $8,000.

Q. Were they inventoried when you were there?

A. Yes; I assisted in making it.

Q. Who else?

A. Mr. Jake Seligman, Mr. Herman Bendid, and another gentleman keeping store next to Bendids.

Q. On what principle did you take it?

A. At what they could have been bought for that day in the market.

Q. Was that inventory correct, in your judgment?

A. It was.

137 Q. What was the amount?

A. About $8,000.

Q. Did you have any conversation with Max Schott?

A. Nothing that I remember.

Q. Did you speak to him?

A. Yes; but not much about business.

Q. Did you ask him any questions about his business?

A. No, sir; I knew all about it.

Q. Did you see his books of account?

A. No, sir.

Q. Were there any there?

A. I don't know.

Q. Did you see Leroux' books of account?

A. No, sir.

Q. You don't know whether or not there were any there?

A. No, sir.

Q. These stocks of goods were subsequently delivered to the assignee of Schott & Feibish?

A. Yes, sir.

Q. With what other goods?

A. With the stock seized in the store of Heineman, Butzel & Co., and the stock in Schott & Feibish' store, in Detroit, at the time the marshal took possession.

Q. Were they sold by the assignee in bankruptcy?

A. Yes, sir.

Q. At public or private sale?

A. Private bids.

Q. Were bids submitted?

A. Yes, sir.

Q. To whom were they sold?

A. To Isaac M. Slowman and myself.

Q. For what amount?

A. $23,000.

Q. All the goods in the assignee's possession?

A. Yes, sir; including all the stocks.

Q. What was done with them?

138 (Objected to as immaterial.)

A. We shipped them to Rochester.

Q. What did you do with them here?

A. Sold them for one bulk.

Q. For what price?

(Same objection.)

A. $23,000.

Q. State whether or not, in your judgment, that was the value of the goods at that time.

A. Yes, sir; I think the man who bought them paid enough for them.

Q. You are familiar with the market value of goods of that kind?

A. Yes, sir; I think that was the market value of them at that time.

Q. Could they have been sold for more, in your judgment?

A. No, sir; we tried hard to get more, but could not.

Q. These were winter goods?

A. Yes, sir; there was a good many old goods among them.

Q. What time of the year was it you sold them?

A. I don't remember the month; I think it was September.

Q. Were these different stocks kept separate?

A. Yes, sir; each one separate.

Q. Did you examine them after they came he'?

A. Yes, sir.

Q. Could you recognize any of the goods which you had sold?

A. Yes, sir.

Q. What amount did you find in the stock of Leroux & Co.?

A. About $2,500.

Q. How much in the stock of Max Schott?

A. About $1,200.

139 Q. Do you find on the ledger of Schott & Feibish any entries of goods sold at wholesale, except these 3 concerns?

(Objected to as incompetent & immaterial.)

A. I don't think I did.

Q. Has anything ever been paid you on this $6,000 you sold to them in November?

A. Not a red cent.

Q. On what time was it sold?

A. Four months.

Q. What were the liabilities of Schott & Feibish at the time they suspended—March, 1878?

A. About $50,000.

Cross-examination by Mr. A. McDowell, on behalf of Mr. Leronx:

Q. You were a creditor of Schott & Feibish at the time of their first suspension?

A. Yes, sir.

Q. To what extent?

A. About $6,000.

Q. You compromised that claim at 35 cents on the dollar?

A. Yes, sir.

Q. Did you receive any consideration except that 35 per cent.?

A. Yes, sir; 3 notes.

Q. Besides those endorsed by Sigmond Rotschild?

A. Yes, sir.

Q. To what amount?

A. About $2,000.

Q. By whom were they made?

A. Schott & Feibish.

Q. When did they become payable?

A. I don't remember. I never tried to collect them.

Q. Why not?

A. Because I found out that the notes were given in an illegal way.

140 Q. In what respect?

A. We found out we had no right to take them.

Q. When did you discover that?

A. In the month of December, I think. I consulted Mr. Perkins about it.

Q. Mr. Perkins is your attorney here?

A. Yes, sir.

Q. Did he advise you that these notes were illegally procured by you?

A. Yes, sir.

Q. What did you do with them?

A. Destroyed them.

Q. This was after that sale to them of this six thousand dollars worth of goods?

A. Yes, sir.

Q. Was it not after you found they were not paying?

A. No, sir.

Q. Did you discover there was some difficulty in their business at Detroit before you destroyed these notes?

A. No, sir; not at that time. I spoke to Mr. Perkins about the compromise, & he told me we had got a good settlement. He asked me whether I had proved our claim & I told him yes. He told me then I had sworn falsely, because I had taken these notes, although the notes were not originally given to the firm at all.

Q. To whom?

A. Mr. Lichtenstein.

Q. For your firm's behalf?

I suppose not; it was for services rendered. He turned them over to the firm & Perkins told me it wasn't straight, so I destroyed them.

141 Q. Who procured the notes to be given?

A. Lichtenstein.

Q. That was a private arrangement between you, as creditors, & the debtors, the bankrupts?

A. Between Lichtenstein & them.

Q. On behalf of your house?

A. I don't say so; he got the notes for servic's rendered.

Q. Was he a member of your firm?

A. Yes, sir.

Q. Do you know whether at the time this composition was effected other creditors of Schott & Feibish were dealt with in like manner?

A. Yes, sir.

Q. Did all the Rochester creditors, at that time, get outside paper?

A. I only know of one, Mr. Michaels.

Q. To what amount?

A. I don't know.

Q. Can you state when that paper became due; any of that $2,000?

A. I cannot.

Q. Did you see the paper so taken?

A. Yes, sir.

Q. & read it?

A. Yes, sir.

Q. But can't remember when it became due?

A. No, sir. I could by referring to our books.

Q. Will you produce the books here before the commissioner after dinner, that we may ascertain that fact?

A. I shall do just what Mr. Perkins says.

Q. Do you refuse?

A. I don't refuse; I shall abide by the advice of my counsel as to producing our books.

We ask you now to produce these books before the commissioner
142 after recess, that we may fix the date when these notes became payable.

Q. Were you present at the time Sigmond Rotschild became endorser on the paper which was given on the compromise?

A. I was not.

Q. Was your firm represented by an agent?

A. I don't know whether he was present at that time.

Q. Was your firm represented at the time composition of 35 cents was agreed on?

A. He was there one time. I wasn't there.

Q. Your firm agreed to accept that composition.

A. Yes, sir.

Q. You were paid that amount?

A. Yes, sir.

Q. By whom?

A. Through our bank.

Q. Was it not paid by Rotschild?

A. I can't state; we received it through our bank.

Q. You were in Detroit immediately after the compromise was effected?

A. Yes, sir.

Q. Did you personally agree to sell $6,000 worth of goods to Schott & Feibish?

A. No, sir. Mr. Levi did.

Q. These goods were shipped on his order?

A. Yes, sir.

Q. When?

A. In the early part of November.

Q. Do you remember what were the assets of Schott & Feibish at the time of their failure?

A. They stated them at $30,000.

Q. What was the amount of their liabilities?

A. About $40,000.

Q. Of Schott & Feibish & Max Schott together?

A. Yes, sir; that is what they stated.

143 Q. On that representation you settled at 35 cents on the dollar?

A. Yes, sir.

Q. This $6,000 goods were sold on 4 months' time?

A. Yes, sir.

Q. Any notes taken?

A. No, sir. The account remained open. Mr. Schott sent us notes extending the account, and we refused to take them.

Q. You never resided in Michigan?

A. No, sir.

Q. You never did business there?

A. No, sir.

Q. The goods you took from Leroux & Co. at Bay City were largely composed of goods from other houses besides yours, or from Schott & Feibish?

A. I understood Leroux to say it came from Schott & Feibish.

Q. Largely composed of goods from other houses besides yours?

A. Yes, sir.

Q. Don't you know Schott & Leroux had been in the habit of buying largely from other houses than Schott & Feibish?

A. No, sir. He told me those goods were bought from Schott & Feibish.

Q. Did he state they were all bought of them?

A. I don't think he did; he said the largest portion of them were bought of them. I asked him about the furnishing goods, and he said some came from Schott & Feibish too. I didn't attach them.

Q. You don't deal with furnishing goods?

A. No, sir.

Cross-examination by Mr. De F. PAINE on behalf of Mr. Max Schott:

144 Q. Since the controversy has been going on in the courts your firm has proposed to compromise, have you not; has anything been said about that?

A. Yes, sir.

Q. What has been said?

(Objected to as incompetent.)

A. The question of compromise has been proposed.

Q. To whom?

A. To these gentlemen, I think.

Q. What has been said about it?

(Plaintiff's counsel instructs witness not to answer except as to what he himself may have said.)

Q. Who offered to compromise?

A. Mr. Simon.

Q. Has your firm offered to compromise?

A. No, sir. I don't know much about it. Mr. Sigmond Rotschild & Mr. Simon, of the firm of Stutz Brothers & Simon broached the subject to me.

Q. What did you say about it?

A. I told him I thought it would be the best thing for all parties concerned.

Q. Do you know what the proposition was?

A. I do not.

Q. Was there any made by anybody?

A. I don't know.

Q. Has your firm offered to sell Schott & Feibish or Max Schott any goods since this controversy arose?

A. Decidedly no.

Q. In case a compromise was effected have you not offered to sell the same parties goods on time?

A. Decidedly no.

145 Q. You say that the goods at Saginaw amounted to about $8,000?

A. Yes, sir.

Q. Did you seize the full amount of that stock?

A. Yes, sir.

Q. Did the goods remain in the boxes at Detroit?

A. They did.

Q. Were you present at the sale of the bankrupt stock in Detroit?

A. Yes, sir.

Q. Did you personally bid in behalf of your firm?

A. No, sir; not for my firm. I bid personally, & Mr. Sloman.

Q. You shipped them to Rochester yourself?

A. We did, just as they came from Saginaw.

Q. In whose possession were they kept at Detroit?

A. In the marshal's.

Q. The goods, then, you seized at Max Schott's were boxed up at Saginaw and not opened until you opened them at Rochester?

A. I'm not positive whether they were inventoried by the assignee or not.

Q. What do you know about it?

A. I don't remember; the goods were shipped from Saginaw to Detroit, and he had them in his care, & turned them over to the assignee, and they were shipped in the marshal's care to Rochester.

Q. You were at the sale?

A. Yes, sir.

Q. Was the bulk broken there?

A. No, sir.

Q. Were they afterwards broken?

146 A. Yes, sir, here in Rochester under the marshal's seal.

Q. Did you see the boxes they were shipped in at Saginaw?

A. No, sir.

Q. You were not present when they were marked?

A. No, sir.

Q. How long have you been a member of Nathan Levi & Co.?

A. Nearly 5 years.

Q. Been in the ready-made clothing business all that time?

A. Yes, sir.

Q. You were a member of the firm 2 or 3 years prior to 1879?

A. Yes, sir.

Q. What was the extent of your sale in 1876 & 1877?

A. That I refuse to answer.

Q. Where did you sell goods in these years?

A. In a great many States, New York, Pennsylvania, Ohio, Michigan, Indiana, Illinois, Iowa, Wiskonsin, Nebraska, Colorado.

Q. In Buffalo & Cleveland?

A. Yes, sir.

Q. Goods all marked the same?

A. Yes, sir.

Q. Do other manufacturers manufacture goods of the same quality as yours?

A. Yes, sir; the same kind of stock.

Q. What was the extent of your sales in Cleveland in 1876 & 1877?

A. I can't state.

Q. Do you refuse to answer?

A. No, sir.

Q. Will you produce your books to show?

A. No, sir; unless Mr. Perkins advises me to.

I ask Mr. Perkins to instruct the witness to produce them.

147 Mr. PERKINS. Will you state your object in asking for them?

Mr. PAINE. I decline to state my object on a cross-examination

Q. What time of the year was it that you sold the bankrupt's stock in Rochester?

A. In the fall.

Q. September?

A. I think so.

Q. Early or latter part?

A. I don't remember.

Q. Was it public or private sale?

A. You might call it public, because we invited bidders.

Q. Did you give notice of the sale?

A. Yes, sir.

Q. Was it by auction?

A. No, sir; we *we* invited purchasers to inspect the stock.

Q. These goods had been manufactured how long before that?

A. About 1 or 1½ years.

Q. Were they in or out of style?

A. In style; there was no change in the style at that time.

Q. Do winter goods in September bring the price they would later in the fall?

A. Yes; a better price.

Q. How thoroughly did you examine the books of Schott & Feibish?

A. Pretty thoroughly; I examined the ledger, journal, & cash-book.

Q. What did your examination consist in?

A. At trying to get at how much assets they received from Nov'r, 1877, to Febr'y, 1878, and how they had disposed of them.

Q. How long a time did you spend in examining the books?

148 A. Two or 3 hours.

Q. You say these books showed Schott & Feibish sold no goods at wholesale except to Max Schott, J. P. Leroux & Co., & Smith?

A. I think there were one or two other entries just before they failed.

Q. To whom?

A. I don't remember—very small amounts.

Q. Did you go over every account in the ledger?

A. I did.

Q. Do you say there were only one or 2 others?

A. Yes, as far as I remember; this book here in evidence is the one which I examined.

Q. That is the book from which you are testifying now as to the sales of these goods?

A. Yes, sir.

Q. In your testimony you have sworn to the amount of stock on hand at the respective times you were there; what examination of said stock did you make so as to enable you to make up your judgment as to the amount?

A. I made a general survey.

Q. Simply a general survey?

A. Yes, sir.

Q. What knowledge have you as to whether Schott & Feibish were wholesale or retail dealers?

A. They represented themselves to us as retail dealers.

Q. What other knowledge have you?

A. They always sold goods at retail, and in no other way.

149 Q. You don't live in Detroit?

A. No, sir; but I have been there very often.

Q. You have no knowledge but what they represented to you?

A. Whenever I came to their store, which was frequently during the past few years, I never saw any wholesale customers in the store buying goods. I also have knowledge that they couldn't have been wholesale dealers from the way they bought all through that fall; they didn't buy sufficient for wholesale dealers.

Q. Did you sell these goods of yours?

A. No, sir; Mr. Levi sold them.

Q. Then you have no personal knowledge of the goods sold?

A. Yes; I shipped them myself and charged them myself; the order was taken in Detroit, but I filled it here in Rochester.

Q. In your judgment what was the proportion of your goods taken compared with those which were not yours?

A. About a seventh part.

Q. You mean that the goods you believe to be yours have a proportion of about $\frac{1}{7}$th to the whole amount?

A. Yes, sir; I was acting generally for the creditors then.

Q. You say that when the bulk was broken in Rochester there was about $1,200 of your goods which you recognized as sold by your
150 firm to Schott & Feibish after their first failure?

A. Yes, sir.

Q. Then why did you take $\frac{6}{7}$ of the goods which you didn't believe to be yours out of the store at East Saginaw?

A. Because I recognized the majority of the goods as having been manufactured in Rochester.

Q. What knowledge had you on that subject?

A. I knew the tickets; they were the lot numbers of these houses.

Q. These houses sell goods all over the country, don't they?

A. Yes, sir.

Q. Couldn't these goods have been bought elsewhere than in Rochester?

A. No, sir.

Q. They might have been bought a second time elsewhere than in Rochester?

A. Yes, sir; but I recognize these as Rochester goods?

Q. Had you instructions from these Rochester parties to seize their goods?

A. Yes, sir.

Q. Who was present when you opened the goods in Rochester?

A. The United States marshal from Detroit, Mr. Herman Rosenberg, Mr. S. S. Bier, Mr. Lichtenstein, S. J. Bier, Marcus Michaels, & several others; but it was all done under the supervision of the United States marshal from Detroit.

Q. Are these all that you think of?

A. Yes, sir.

Q. Did Sigmond Rotschild endorse the notes for Max Schott's composition?

A. Yes, sir.

Q. That was a like composition to the other?

A. Yes, sir.

Q. Did you personally sell any goods for your firm to Max Schott?

A. No, sir.

151, 152 Q. When Samuel Schott refused to produce the books to you did he give you any reason?

A. No. sir.

R. Your bills were not then due?

A. No, sir.

BERNARD ROTSCHILD.

Sworn and taken the 16th day of September, 1879, and read to the witness and by him subscribed, this 24th day of September, 1879, in my presence & before me.

[L. S.] J. D. HUSBANDS,
United States Commissioner in and for said Northern District of New York.

(This witness was recalled, & his further testimony appears in its order.)

153 *Henry Michaels.*

State of New York,
County of Monroe, ss:

Henry Michaels, of Rochester, in said county of Monroe, in the northern district of New York, being of full age and having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose and testify as follows, that is to say:

Direct examination by Mr. J. Breck Perkins, of counsel for said complainants:

Q. You live in Rochester?

A. Yes, sir.

Q. What is your business?

A. Wholesale clothing.

Q. Been in the business quite a number of years?

A. Yes; twenty years.

Q. You were a member of what firm?

A. Henry Michels & Co.

Q. That firm was in existence in 1877 and has been ever since?

A. Yes, sir.

Q. Do you know Samuel Schott & Philip Feibish?

A. Yes, sir.

Q. Members of the firm of Schott & Feibish?

A. Yes, sir.

Q. How long have you known them?

A. Samuel Schott for 10 or 12 years or more, & Feibish 3 or 4 years.

Q. How long have you known the firm of Scott & Feibish?

A. Ever since they have been in existence.

Q. When was that?

A. 1875 or 1876.

Q. So you know Joseph Leroux & Max Schott?

A. Yes, both.

Q. How long have you known them?

154 A. Max Schott a good many years, but Leroux only since last winter, since the failure of Schott & Feibish.

Q. When did you first sell any goods to Schott & Feibish?

A. When they first started in business.

Q. Do you remember of their failure in 1877?

A. Yes, sir; they suspended payment in the summer.

Q. Went into bankruptcy?

A. Yes, sir.

Q. Were they indebted to your firm at that time?

A. Yes, sir; about $3,500.

Q. When were those goods bought?

A. In the spring of 1877.

Q. Did you see either member of the firm at the time the goods were bought?

A. Yes, sir; Samuel Schott.

Q. Where?

A. In Rochester; he came here to buy the goods.

Q. Did you have any conversation with him at that time?

A. Yes, sir.

Q. State it.

(Objected to as incompetent and immaterial.)

A. I told him I wanted to know about his affairs; he said his firm was worth about $60,000 above all liabilities.

Q. Did he say anything about houses other than in Detroit?

A. Yes, sir; he said he owned a store in Bay City and one in Saginaw.

Q. Were these the stores where the goods were which were seized in the spring of 1878?

A. I think they were.

155 (Counsel for Leroux objects to all testimony relating to Schott's interest in the case.)

Q. At that time was the firm at Saginaw under the title of Leroux & Co.?

A. I don't know. The goods were all sold to Schott & Feibish.

Q. Any further conversation with him at that time?

A. No, sir.

Q. Schott & Feibish failed in 1877?

A. Yes, sir.

Q. Did the Bay City house fail at that time?

A. No, sir; the Saginaw house did.

Q. Do you know the name of the firm at Bay City & Saginaw?

A. I think it was Max Schott at Saginaw and Leroux & Co. at Bay City. I'm not positive, because I had no dealings with the firm at Saginaw & Bay City.

Q. Schott & Feibish made a composition at 35 per cent.?

A. Yes, sir.

Q. And the Saginaw firm made the same composition?

A. Yes, sir.

Q. Did you sell any goods to Schott & Fiebish subsequent to that failure?

A. Yes, sir. In November and through that fall we sold them about $4,600.

Q. Subsequent to the composition?

A. Yes, sir.
Q. The last goods were sold before the 1st January?
A. Yes, sir.
Q. On what time?
A. 4 months.
Q. Have you received any payment?
A. No, sir.
Q. Where were they bought?
A. The order was given in Detroit. They were shipped from here.
Q. Who sold them?
A. My partner.
156 Q. When did you next see any member of that firm?
A. In the latter part of November, 1877.
Q. Where?
A. In Detroit. I went to their store.
Q. Whom did you see?
A. I think both.
Q. How long were you there?
A. The whole day.
Q. Did you observe the stock of goods in the store?
A. Yes, sir.
Q. You are familiar with the sort of goods they dealt in?
A. Yes, sir; have been for many years.
Q. What was the value of that stock, in your judgment?
A. Probably $35,000 or $40,000; $35,000 at least.
Q. Did you see any books of account at that time?
A. Yes, sir.
Q. Did you examine them?
A. No, sir.
Q. Who was keeping the books?
A. I saw Mr. Feibish working at the books.
Q. What sort of books were they?
A. A regular set of mercantile books, large books.
Q. You noticed them?
A. Yes; I was right behind the desk in their office.
Q. You saw Feibish making entries in those books?
A. Yes, sir.
Q. What conversation did you have with either member of the firm?
A. I said to Schott (same objection as last), "You are buying a heavy stock of goods." He said, "Yes; I have four stores to supply."
Q. Did he say what stores they were?
157 A. 2 at Detroit, 1 at Bay City, & 1 at Saginaw.
Q. Did he state anything further about these stores?
A. He said he virtually owned these stores.
(Same objection as last.)
Q. Was the Detroit store small or large?
A. A small retail store.
Q. Did you see them shipping any goods while you were there?
A. Yes, sir; several cases.
Q. To whom?
A. To the Bay City store, addressed to Leroux & Co.

Q. Did you see any entries made of these goods as they were packed?

A. No, sir; they selected them right out of the stock and gave them to a negro to pack. Schott instructed the clerks what to do. I saw no entries made.

Q. Were they packed in your presence?

A. Some of them; some boxes were already filled & some were being filled.

Q. Did you see any being filled?

A. Yes, sir.

Q. Addressed to Leroux & Co.?

A. Yes, sir.

Q. Were you there all day?

A. All day in Detroit, not in the store.

Q. Was there any further conversation between you and any member of the firm?

(Same objection.)

A. Yes, sir; in reference to a settlement of the old matter. I had to pay some money out for him, & I asked him what he proposed to do for me, & he said, "Well, I don't want you to lose anything by me,"

158 and he handed me some notes in settling my old account.

Q. Were they paid?

A. One of them was.

Q. Were the notes of Schott & Feibish?

A. Yes, sir; $200 each.

Q. How long had they to run?

A. In the following manner, I think: 2, 4, 6, 8, 10, 12, 14, 16, 18, & 20 months. I told him I didn't think I was entitled to them. He said, "You take them. If we make money we can afford to pay you $200 every 2 months."

Q. Were they with interest?

A. No, sir.

Q. Did you have any further conversation with either member of the firm at that time about their property?

A. No, sir.

Q. What was stated to be the assets of Schott & Feibish at the time of their suspension in 1877?

A. They made a public statement that they owed about $40,000, & had $30,000 of assets—that is, the Detroit & Saginaw firms together.

Q. Was it stated who were the members of the Saginaw firm?

(Same objection.)

A. Samuel Schott.

Q. That was in the summer of 1877?

A. Yes, sir.

Q. Was any one with him there?

A. Yes, Max Schott. Feibish was not a partner; he said Samuel Schott owned the entire thing, & Feibish was only interested in the Detroit store.

159 Q. When did you see them again?

A. In February, 1878. I went down with Mr. Rotschild to their store.

Q. See the stock there?

A. Yes, sir.

Q. What amount of stock did you see there?

A. I should judge from $6,000 to $7,000; not over $8,000.

Q. Did you see any goods shipped while you were there?

A. No, sir.

Q. Did you see the books of the firm?

A. No, sir.

Q. Did you ask to see them?

A. No, sir.

Q. Did you have any conversation with either of the firm?

A. Yes, sir; with both,

Q. State what was said.

(Same objection.)

A. I told them I came up and wanted some money. They said your account is not due. I said you haven't paid any of your old indebtedness; you are buying a large amount of goods & not paying a dollar; I want some money. They said your account will be paid when due; they promised to send some money in a week or two, or said we would hear from them in a week or two.

Q. When did your account become due?

A. In the early part of March.

Q. Did you have any conversation as to the amount they owed at that time?

A. No, sir; I made no inquiries about that. I understood their paper
had been offered at 75 cents & told them so. I asked what they
160 meant by it. They said parties got afraid, but when the paper became due it would be paid.

Q. Anything else said but what you have related?

A. I think not.

Q. Did you see Leroux or Max Schott any of the times you were there?

A. No, sir.

Q. You didn't go to East Saginaw or Bay City?

A. No, sir; I had no dealings with those stores.

Q. When did you next see them?

A. When they made an assignment, in March.

Q. Did you go to the store?

A. Yes, sir.

Q. In whose possession was it?

A. In possession of the assignee, Freund.

Q. What was the amount of goods in the store at that time, in your judgment?

A. I wish to correct the statement I made before as to the value of the stock in February, 1878; there was probably $14,000 or $15,000 worth. In March there was not to exceed $7,000 or $8,000.

Q. Did you call for the books of account at that time?

A. Yes, sir; I asked for them, & they said "that is all the books we have."

Q. What books did they show you?

A. One book like this (Exhibit A), & 2 or 3 other books like this one, & one long book.

Q. Did you see the books you had seen in November previous?

161 A. No, sir; we looked in the safe and over the store and couldn't find them.

Q. Was any explanation given as to where they had gone?

A. No, sir.

Q. You were positive the books you had seen in November previous were not there?

A. Yes, sir.

Q. Not the books you had seen Feibish making entries in?

A. No, sir.

Q. Did you have any conversation with them there other than about the books?

A. I asked Schott what he had done with his property; he had had in the neighborhood of $50,000 worth, & now there was only $7,000 or $8,000 worth in the store; he said, that is all we have, and wouldn't give any account of it at all; he said he could pay 15 cents on the dollar; the creditors might take that, and if they wouldn't take that they wouldn't get anything.

Q. Anything said about his paying in full?

A. We asked what he meant by that, & he said he had thought he could pay in full at that time.

Q. How long was this subsequent to the interview in February?

A. Only 2 or 3 weeks.

Q. Did you have any conversation with Feibish?

A. He sat there all the time, but didn't say anything; Schott did all the talking.

Q. Did you go to Bay City or Saginaw then?

162 A. No, sir; I staid in Detroit.

Q. Did you see Leroux at that time?

A. No, sir.

Q. Or Mr. Max Schott?

A. No, sir.

Q. Did you have any conversation except this you have stated?

A. No, sir; I have learned since that they disposed of a large amount of goods by sending them to Bay City in the month of February.

(Objected to as hearsay.)

Q. You ascertained that from the freight office?

(Same objection.)

A. Yes, sir.

Q. On what road?

(Same objection.)

The Michigan Central; I think my agent ascertained the number of cases & weight, in Bay City, that had been received by Leroux & Co. from Schott & Feibish, as late as 27th or 28th February.

(Same objection.)

Q. Do you know the name of the freight agent there?

A. No, sir.

Q. Did you see the goods which came into the possession of the assignee in bankruptcy?

A. I did; I saw them at the store in Detroit; there were 4 stocks of goods; one from Leroux & Co.; one from Schott & Co.; one from the store of Heineman & Butzel, & the other from Schott & Feibish store?

Q. Were these stocks kept separate?

A. Yes, sir.

Q. Did you examine them?

A. Yes, sir.

163 Q. What examination was given to them in Detroit?

A. The appraisers there were Joseph L. Hudson & C. R. Mabley; they appraised them while in possession of the marshal.

Q. Did you assist in the appraisal?

A. Yes, sir.

Q. Were the goods taken out of the cases?

A. Yes, sir, & put back in the cases.

Q. Was there any inventory made?

A. That is my impression.

Q. On what basis were they inventoried?

A. At what it would cost to replace them in the market.

Q. Do you know the amount of the inventory?

A. Not the exact amount; I left that night, & it took them 2 or 3 days to get through.

Q. When did you next see these goods?

A. In Rochester.

Q. Were they the same you had seen at Detroit?

A. Yes, sir; same boxes & same marks.

Q. Did you examine them here?

A. Yes, sir.

Q. What was the value of that stock?

A. I should judge from $20,000 to $22,000.

Q. Can you give the values of the goods separately?

A. No, sir; I had nothing to do with them except to go through the stocks and see what I could discover of my own goods, and took a casual glance and judged what they were worth.

Q. Were any of your goods amongst them?

A. Yes, sir; I found them among the goods claimed by Schott & Feibish, and by Leroux of Bay City.

164 Q. About what amounts?

A. About $1,200 from Saginaw, & $1,500 or $1,600 from Bay City.

Q. Can you identify your goods?

A. Yes, sir; by marks in the sleeves, & also by our tickets.

Q. Can you by the general make-up and appearance of the goods?

A. Yes, sir; & a good buyer who is familiar with the market can tell where the goods came from.

Q. Were the original marks on which you had put in when you sold to Schott & Feibish?

A. Yes, sir.

Q. Are you positive of that?

A. Yes, sir.

Q. Did you have any subsequent conversation?

A. No, sir.

Q. Or with Leroux or Max Schott?

A. No, sir.

Cross-examination by Mr. McDonnell:

Q. At the time of the failure in the fall of 1877, you say their assets were about $30,000?

A. That is what they claimed themselves.

Q. That was composed of the stock at Detroit and East Saginaw?

A. Yes, sir.

Q. You settled with them at 35 cents on the dollar?

A. I objected to it at the meeting of the creditors, but finally submitted to the majority.

Q. How did you receive your pay?

A. By paper of Schott & Feibish, endorsed by Sigmond Rots-
165 child, payable in 3, six, and 9 months, I think.

Q. And finally paid?

A. Yes, sir.

Q. By whom?

A. I don't know.

Q. Don't you know Sigmond Rotschild paid it?

A. No, sir; we put the paper in the bank and received it in due course of collection.

Q. Do you know of your own knowledge who composed at that time the Bay City firm?

A. Only what Schott told me.

Q. Otherwise you don't know?

A. No, sir.

Q. No portion of that stock was considered in making the compromise?

A. No, sir.

Q. How long after the compromise was effected & the endorsed paper accepted by you was it before you got this other paper from Schott & Feibish?

A. Probably 2 weeks after.

Q. How was it you got that paper?

A. When I was in Detroit in August I distinctly objected to settling at 35 cents, and when Schott & I were walking to the depot I said I'm not satisfied with that settlement. I don't think, considering what old friends we've been that we should lose any money by you. He said, get me a settlement; you will lose very little. There was no arrangement made by which I was to get anything. That was all the conversation that took place there
in August about it. Then in November I came up there with some
166 samples. I had paid out some moneys for Schott to parties who
would not settle unless they were paid in cash, & I advanced some
money for him. I went to Sigmond Rotschild & he gave me a check for the balance I had paid out.

Q. When was that?

A. November, after the compromise; then I went to the office back of the store & said to Schott, what do you propose to do for me. He then handed me those notes. I said I don't think I am entitled to that. He said, "take it; if we make money we can afford to pay you $200 every 2 months."

Q. Would that cover the entire amount of your claim before the composition?

A. Yes, sir; the first claim was about $3,000.

Q. When was the first one of these notes paid?

A. About two months afterwards.

Q. Where is the balance of these notes now?

A. In my possession, I think.

Q. Have they been proved in bankruptcy?

A. No, sir; I didn't incorporate these notes?

Q. Why not?

A. Because I thought it was merely for services rendered and had nothing to do with business.

Q. How did you know Mr. Feibish kept the books of Schott & Feibish?

A. I have been there 20 times & seen him writing in them.

Q. Look at that book in evidence. Is that his writing?

A. I don't think it is.

Q. You can't state whether it is or not?

167 A. No, sir. This on page 18 is Schott's, and it strikes me it is all Schott's writing. Feibish writes a very good hand, and this is a cramped hand.

Q. When did you sell Schott & Feibish first after the compromise was effected?

A. In the early part of November.

Q. Immediately after?

A. Yes, sir.

Q. Was the sale made by your partner?

A. Yes, sir.

Q. You deal with merchants residing in various parts of the Union?

A. Yes, sir.

Q. How many States?

A. 8 or 10 Northwestern States, & Western New York.

Q. Do you sell goods to jobbers?

A. No, sir; never sell a dollar's worth to a jobber.

Q. What do you mean by a jobber?

A. I mean a wholesale dealer.

Q. You sell none to wholesale dealers?

A. If a man comes in and buys goods, we sell them to him.

Q. Don't you ever sell goods to wholesale dealers?

A. Let me see; I think we have sold to one or two parties.

Q. Sold to jobbers in Buffalo?

A. No, sir.

Q. After these goods were taken by the United States marshal, you don't pretend to say you took an inventory yourself, or saw them inventoried?

A. I saw Hudson & Mabley, in Detroit, inventory them; they often referred to me.

Q. Did you see them enter the amount against each item?

A. Yes, sir.

Q. Did you see the total amount?

A. No, sir.

Q. For what purposes were the goods taken out of the boxes at Detroit?

168 A. I don't know.

Q. Is that the usual way of selling goods in this market, by selling them in bulk on arrival here?

A. Yes, sir; with a bankrupt's stock of that kind.

Q. Don't they sell for less, than if sold in the usual way?

A. No, sir; not a broken stock, they sell better when we sell the stock in bulk.

Q. Are you in the habit of selling goods in that way?

A. No, sir.

Q. Why not sell in this way and make a sale more readily?

A. Because we have a regular line of goods, & this stock consisted of broken goods some suits would be complete, and some wouldn't.

Q. Couldn't you have taken these goods and put them in your stock as they belonged, and sell them as part of your stock?

A. No, sir. We didn't want to break up our stock that way.

Q. You say these goods were not out of season?

A. No, sir; they were in style.

Q. Couldn't you have taken these goods and put them on your shelves with goods of the same kind, and sold them as part of that kind?

A. I had no control over that at all.

Q. Could not that have been done?

A. I can't answer that.

Q. Were they not sold outside the usual way of selling such goods?

169 A. No, sir; that is the usual way of selling bankrupts' stocks.

Q. Was not this supposed to be sold at reduced rates?

A. It was supposed to be sold to the highest bidder.

Q. Was it not a sacrifice of the stock?

A. No, sir; you can do better that way than by breaking up the stock.

Q. Why couldn't you have placed the goods in your stock?

A. I had nothing to do with that.

Q. Answer the question; why couldn't you have done that?

A. Because they were broken lots; we have got different lots entirely; they were from the last season.

Q. Were they out of season?

A. No, sir; they were bought last fall & were perfectly good, but not in the lots we had made up this season. Our season brings out another style of goods.

Q. Then they were not in style?

A. They were in style so far as make was concerned, but so far as goods are concerned we have different styles every season. These were not of the style we had that season.

Redirect by Mr. PERKINS.

Q. The goods which you saw taken out at Detroit, were taken from the cases for the purpose of being inventoried, & were inventored by those gentlemen, & you examined the lots as they were taken out?

A. Yes, sir.

170 Q. To whom was this lot sold?

A. Mr. Gasson or Gasson & Co.

Q. Where does he do business?

A. In Rochester & Buffalo.

Q. Was there any competition on that sale?

A. I believe there was.

Q. Who bid besides Gasson?

A. I don't know. I understand there was competition.

Q. What business does Gasson carry on?

A. Retail clothing.

Q. Small or large?

A. Large.

Q. In two cities?

A. Yes, at that time.

Q. Were any of these goods old goods?

A. Yes, sir; a large majority of them was old goods; those from Schott & Feibish' store.

Q. How was it with the stocks from Bay City and Saginaw?

A. Pretty well new; they were bought that fall.

Q. But there was a large portion of old goods in the stock from Schott & Feibish' store.

A. Yes, sir; I saw very new goods in their store, but it seemed as if they had cleaned out all the new goods and left the old for the creditors.

Cross-examined by Mr. PAINE:

Q. Did you examine the books you saw Feibish at work on?

A. No, sir.

Q. You didn't know that they were the books of Schott & Feibish, except as you saw them there?

171 A. No, sir; I wish to correct a statement as to the party to whom the goods were sold. He had only one store in Rochester; he bought that stock in order to get it out of the city of Rochester, so that he should have no competition, & moved it to Buffalo.

Redirect by Mr. PERKINS:

Q. Do you know the size of this Detroit store?

A. About 15 feet front and 80 or 90 feet deep.

Sworn and taken on the 16th day of September, A. D. 1879.

H. MICHAELS.

And on this 24 day of September read over to the witness, and by him subscribed in my presence and before me.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in and for said Northern District of New York.

172 [3rd int.] *Ferdinand Hayes.*

NORTHERN DISTRICT, STATE OF NEW YORK,
County of Monroe, ss:

FERDINAND HAYES, of Rochester, in said county of Monroe, in the northern district of New York, being of full age and having been by me duly cautioned and affirmed to testify to the truth, the whole truth, and nothing but the truth, and being carefully examined on his solemn affirmation in the said cause pending in the said court, as aforesaid, doth depose and testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for the said complainants.

Q. Where do you live?

A. In Rochester.

Q. What is your business?
A. Wholesale clothing.
Q. Been in the business for some years?
A. Yes, sir.
Q. In that business in 1877 & 1878?
A. Yes, sir.
Q. Member of what firm?
A. Ferdinand Hayes & Co.
Q. During those 2 years?
A. Yes, sir.
Q. Do you know Samuel Schott & Philip Feibish?
A. Yes, sir.
Q. How long have you known them?
A. I have known Schott 5 or 6 years, & Feibish not so long.
Q. Do you know Joseph P. Leroux?
A. Yes, sir. Not a great while, from November, 1877, I think.
Q. Do you know Max Schott?
173 A. Yes, sir. *A. Yes, sir;* I think I have known him four or five years.
Q. Did your firm sell any goods to Schott & Feibish prior to the summer of 1877?
A. Yes, sir; a small amount of about $160.
Q. You received 35 per cent. when they made a composition?
A. Yes, sir.
Q. Did your firm sell them any goods subsequent to that?
A. Yes, sir, over $3,000.
Q. When were they sold?
A. In Nov'r, 1877.
Q. Where was the order given?
A. A part of it in Saginaw, and the rest in Detroit.
Q. To whom?
A. To myself.
Q. Who gave you the order in Detroit?
A. Samuel Schott.
Q. Have any conversation with him at that time about his affairs?
A. Yes, sir.
Q. What was it?
(Same objection.)
A. I asked him who he was buying goods for, and he said 4 stores. 1 at Bay City, 1 at Saginaw, and 2 at Detroit. He told me he was doing all the buying, and they belonged to him.
Q. Any other conversation at that time?
A. He bought a lot of overcoats of me, so many that I asked him why he bought so many. He said he should put them in Smith's store, and he had another store on that same avenue right above his, and he should put them in there.
Q. Did you see the books of Schott & Feibish at that time?
A. No, sir; not then.
174 Q. Did you go to Bay City at that time?
A. Yes, sir; I was there Nov'r 8th, 1877.
Q. Who did you see there?

A. Leroux.

Q. Where?

A. In his store.

Q. What was the firm name over the store?

A. I don't know.

Q. Was it the same store from which these goods were taken the next spring?

A. Yes, sir.

Q. What was the amount of stock in Schott & Feibish' store when you were there in November?

A. It was a pretty heavy stock. I should think about $50,000 worth.

Q. Did you see any cases shipped away when you were there?

A. Yes, sir, I saw 2 cases packed and shipped to Bay City from that store.

Q. Where were the goods taken from?

A. They were packed right in the store of Schott & Feibish.

Q. Did you see any memorandum made as they were packed?

A. I can't say.

Q. At Bay City did you have any conversation with Leroux?

A. Yes; I went to his store and asked him if he was buying goods. He says Schott does all the buying. He asked me if we had any youths' overcoats, and I told him I hadn't any. He said he was going to Detroit the following Wednesday or Thursday, and would look over my
175 samples and buy what they wanted. He said Samuel Schott did all the buying for the 4 stores.

Q. And he said he would go to Detroit, & he & Schott would look over your samples?

A. Leroux looked at my samples but didn't buy anything, for the reason that Schott would buy them.

Q. Did you afterwards sell some of these goods?

A. Yes, sir.

Q. When and where?

A. In Detroit either the 13th or 14th of November, 1877.

Q. Was Leroux there then?

A. Yes, sir.

Q. Where was it?

A. Schott & Ferbish' store. Leroux came to the Russel House and looked over my samples, & then Samuel Schott came up to my room & bought some goods.

Q. To whom were they charged?

A. To Schott & Feibish.

Q. Were those goods bought that Leroux selected?

A. I can't state.

Q. Did you have any other conversation with Leroux, while at Bay City?

A. I asked him when he was coming down to Detroit, & he said he'd be down Wednesday or Thursday, that Schott would do all the buying and pick out what he wanted.

Q. Anything said as to the interest Schott had in the concern?

(Objected to as leading.)

A. He told me the stores were all one thing, and Schott would do all the buying.

Q. Did he say what stores?

A. The 2 stores 1 in Detroit, 1 in Bay City, & 1 in Saginaw.

176 Q. One carried on in the name of Leroux & Co., and the other by Max Schott?

A. Yes, sir.

Q. Anything else said?

A. I don't remember anything more.

Q. Did you have any conversation with Leroux in Detroit?

A. No, sir; only to look at the goods. He said Schott would do the buying.

Q. And Schott did buy them?

A. Yes, sir.

Q. Did you see Max Schott at that time?

A. I did, in Schott and Feibish' store.

Q. Did you go to Saginaw?

A. Yes, I went from Bay City to Saginaw & from there to Detroit.

Q. You saw Max Schott at Saginaw?

A. Yes, sir. He looked over my samples there; that was on the 10th November. He came to the Bancroft with Samuel Schott & picked out about $160 worth.

Q. Did you sell them that amount?

A. Yes, they told me if I came to Detroit they would buy the balance of the bill.

Q. To whom were they charged?

A. Schott & Feibish.

Q. Was there any conversation between you & Max Schott at that time?

A. Not then. I asked Samuel Schott whether he would buy a bill of goods. He says I don't know what I need till I get my goods from the East; then after looking over them I shall see what I need for the stores.

Q. What stores?

A. The 2 stores in Detroit & at East Saginaw & Bay City.

Q. Was Max Schott present then?

177 A. I don't remember.

Q. Did Max Schott inspect your goods in Detroit?

A. No, sir; I only saw him at Schott & Feibish' store; I had no conversation with him.

Q. You sold some more goods to Schott & Feibish on this Wednesday?

A. On this Wednesday or Thursday.

Q. To what amount?

A. Some 2 hundred dollars.

Q. Did you see any goods shipped away?

A. No, sir.

Q. When did you next see Schott & Feibish?

A. In December; the last part of Dec'r.

Q. Where?

A. At their store.

Q. Did you see the books of account of the firm at that time?

A. I did.

Q. What sort of books were they?

A. A regular set of books; I saw the ledger in cloth binding.

Q. Who was keeping the books?

A. Feibish; I saw him making entries in them.

Q. Did you examine the books?

A. I didn't.

Q. Did you have any conversation with him?

A. I asked him whether he wasn't tired keeping books. He said he was rather tired, & didn't like it much; it was injurious to his health, but he had to do it.

Q. Anything further?

A. I don't remember.

Q. Any other conversation?

A. Not that I remember.

Q. Any conversation with Schott?

A. No, sir.

Q. Did you notice what stock they had in the store at that time?

A. Yes, sir; it was a good stock?

178 Q. Of what value, in your judgment?

A. About $60,000.

Q. When did you see them again?

A. Not till March.

Q. After Schott & Feibish had made the assignment?

A. Yes, sir.

Q. Had your account been paid?

A. No, sir.

Q. On what time were the goods sold?

A. Four months. It became due in March.

Q. Did you go into Schott & Feibish' store at that time?

A. Yes, sir.

Q. Examine their books?

A. Yes, sir.

Q. Did you find them?

A. No, sir; not the books I had seen previously. I found a set of small ones like this one. (Exhibit A.)

Q. Were they the same you had seen in December?

A. No. sir.

Q. Did you make inquiry for them?

A. Yes; I asked Schott for them, and he gave me an insulting answer; then I asked the assignee for the books, and he said he'd show me the books, & did so. I said these are not the books; I want to see the original books; & he said that was all he had.

Q. Do you know whose handwriting those books were in?

A. Yes; Samuel Schott's.

Q. Not in Feibish's?

A. No, sir.

Q. What amount of stock was there in Schott & Feibish' at that time?

A. About $7,000 or $8,000.

Q. What quality of goods; old or new?

179 A. Pretty much old stock.

Q. Out of date?

A. Yes; out of date & out of season.

Q. Did you have any conversation with Schott or Feibish at that time?

A. No; I don't remember.

Q. Did you go to Bay or Saginaw at that time?

A. No, sir.

When did you first see this stock of goods that came into the hands of the assignee in bankruptcy?

A. When I went with Michales & Rotschild after the assignment was made.

Q. Did you then see and examine the stock of goods turned over to the assignee?

A. Yes, sir.

Q. Did you see these stocks from Bay City & East Saginaw?

A. No, sir; I only saw them when they reached Rochester.

Q. Did you examine them there?

A. Yes, sir.

Q. All the stocks?

A. Yes, sir.

Q. What was the value, in your judgment, of that entire stock?

A. A pretty big price would be $23,000; that was probably more than they were worth.

Q. Did you examine them separately?

A. Yes, sir.

Q. Can you give any opinion as to the value of the stock that came from Leroux & Co.'s?

A. I couldn't now.

Q. Or what came from Saginaw?

A. No, sir.

Q. Did you find any of your own goods among them?

A. Yes, sir.

Q. What amount of them did you find?

A. Over $1,000 worth.

180 Q. You could recognize them when you saw them?

A. Yes, sir.

Q. In which of the stocks were they?

A. Some in the Bay City stock & some in the Saginaw stock.

Cross-examination by Mr. A. McDonnell:

Q. What did you do that enables you to make any estimate of the value of this stock here in Rochester which you appraised?

A. I went & saw it.

Q. What did you do?

A. I went and looked over the different stocks.

Q. Where was that?

A. In a store on Mill street.

Q. In what condition were they?

A. In boxes; I saw the United States marshal open the boxes; he opened them himself.

Q. Where?

A. Right in the store that was rented for that purpose.

Q. Who rented it?

A. I think Michaels & Rotschild.

Q. For what purpose?

A. To store these goods in.

Q. Was it necessary to rent a store for them here in Rochester.

A. They had no room for them; we didn't want them in our store.

Q. What kind of store was it?

A. An empty store on one of our wholesale streets; on Mill street.

Q. Was it rented expressly for the goods?

A. Yes, sir.

Q. Were they opened out in that store?

A. Yes, sir.

Q. In the same way as goods usually are in such stores?

A. Yes, sir; the marshal opened them & separated them, & kept
181 each stock separate, putting them on different floors.

Q. At whose expense?

A. We had to pay that ourselves.

Q. Did you have anything to do with paying for it?

A. No, sir.

Q. Who did pay?

A. I don't know.

Q. Were they sold in bulk all together?

A. Yes, sir.

Q. Who bought them?

A. Mr. Garson or M'r McGarson & Co.

Q. Who is the Co.?

A. I don't know.

Q. Did you place a valuation on each lot of goods in order to get at the value of the whole?

A. Yes, sir.

Q. Did you place a valuation on the Bay City stock?

A. Yes, sir.

Q. How do you know it came from Bay City?

A. Because it was so marked.

Q. Did you go to work and value each article by itself?

A. Not exactly that; I went over the stock & and saw what it consisted of.

Q. You made a general survey of it?

A. Yes, sir.

Q. Can you form a correct idea of the value of goods in that way?

A. Yes, sir; I can.

Q. So as to be able to swear to their value?

A. So as to come very close to it.

Q. Within what percentage can you come to it; within 25 per cent.?

A. Yes, sir.

Q. Do you do business in that general way in Rochester, here?

A. No, sir.

Q. When did you first meet Leroux?

A. On the 8th of November, 1877, in Bay City.

182 Q. What were you doing there then?

A. Selling goods to any one I could.

Q. Did you sell any to Leroux?

A. No, sir.

Q. To whom did you sell any there?

A. I don't think I sold any there.

Q. To whom did you ever sell any in Bay City?

A. I have sold to several parties there.

Q. Name any or part.

A. I couldn't do it without looking at my ledger.

Q. You don't know to whom you went to sell goods there?

A. To any one who would buy.

Q. What did you say to Leroux on the first conversation with him?

A. I went into his store, as I understood they were buying goods; I asked him whether he was buying goods; he said he wanted to buy some youths' overcoats; I said to him I hadn't got any; he asked whether Samuel Schott had bought any goods of me; I said no; he said Schott would buy all the goods for the stores; that he himself was not buying goods; that Schott was doing the buying.

Q. You say that Leroux voluntarily made that statement to you?

A. Yes, sir; I do.

Q. Did you see some goods there that never came from Schott & Feibish?

A. I never looked to see.

183 Q. Repeat what Leroux said to you.

A. He asked me if I had any youths' overcoats. I told him I had none. He asked me if Samuel Schott had bought any goods of me; I said he had not. I then asked him who does the buying; & he said Samuel Schott does all the buying for all the stores.

Q. What stores did he say—4 stores?

A. I think he did.

Q. Will you swear positively to that?

A. I think he did say so.

Q. Will you swear positively that he did say that?

A. On refreshing my memory, I think he did.

Q. What next did he say?

A. He said he was going to Detroit the following week, and would call and see my samples, and if I had any goods that he wanted Schott would buy them.

Q. What then?

A. I went back the following Wednesday or Thursday to Detroit. I saw Leroux in the store of Schott & Feibish; he said he would come up and look at my samples to see what I had got; so he came up, but didn't buy anything; & afterwards Schott came up and bought the goods.

Q. You don't know whether he bought those which Leroux was looking at?

A. No, sir.

Q. Is that all you know about it?

184 A. Yes, sir.

Q. Do you personally know who constituted the firm of Leroux & Co. at that time?

A. I do not.

Q. Do you know whether Samuel Schott had anything to do with that firm at that time?

A. Only by what Schott told me; otherwise, I don't know.

Cross-examined by Mr. De Forest Paine:

Q. Do you know who constituted the firm at East Saginaw except by what was told you at Detroit?

A. Yes, sir.

Q. Why did you charge to Schott & Feibish the goods you sold at East Saginaw?

A. I was told to do so by Max Schott.

Q. You say you sold to Max Schott $160 of goods at the Bancroft House?

A. Yes, sir.

Q. You had previously exhibited them to Max Schott?

A. To Samuel & Max Schott together.

Q. Before that sale, had you shewn them to Max Schott in the store?

A. No, sir.

Q. You say that you sold at the Bancroft House $160 of goods which you charged to Schott & Feibish?

A. Yes, sir.

Q. Why did you charge them to them?

A. Because I was told to do so.

Q. By whom?

A. Samuel Schott.

Q. Did you sell any goods to Max Schott?

A. I did not.

185 Q. Was Max Schott present when Samuel Schott told you to charge them to Schott & Feibish?

I don't remember.

Q. You compromised with the firm of Schott & Feibish, & received their notes with Sigmond Rotschild's endorsement?

A. Yes, sir; we compromised at 35 cts.

Q. What was the consideration of the compromise?

A. Either notes or cash; I don't remember which.

Q. Don't you know you got notes?

A. I could tell by referring to my ledger; it was a small amount.

Q. You got your pay?

A. Yes, sir.

Q. Did you compromise with the firm at Saginaw?

A. They sent a paper here, & I signed it without asking any questions.

Redirect by Mr. Perkins:

Q. Were these $160 of the goods selected by Max Schott?

A. They were selected by Max Schott & Samuel Schott together at the Bancroft House.

Q. Samuel Schott told you to charge them to Schott & Feibish?

A. Yes, sir.

Q. Where were they delivered?

A. In Detroit. I brought back the order to Rochester, & the goods were sent on to Detroit.

Q. Did you have any other conversation at that time about these goods?

A. No, sir.

(Sig'd) FERDINAND HAYS.

186 Adjourned by consent to Sept. 17th, A. D. 1879, at 9 o'clock a. m.

Rochester, N. Y., Sept. 16th, 1879.

J. D. HUSBANDS, *Com'r.*

ROCHESTER, NEW YORK, *September 17th*, A. D. 1879.

Parties appear by their counsel as on the 16th day of September, A. D. 1879.

J. D. HUSBANDS, *Commis'r.*

Sworn & taken on the 16th day of September, A. D. 1879, and read over to the witness & subscribed by the witness on the 24th day of September, A. D. 1879, in my presence & before me.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in & for said Northern District of New York.

187 [4 wit.] *Rudolph Lichtenstein.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

RUDOLPH LICHTENSTEIN, of Rochester, in the county of Monroe, in the northern district of New York, being of full age, and having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose and testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for complainant:

Q. You live in Rochester?

A. Yes, sir.

Q. You are a member of the firm of Nathan Levi & Co.?

A. Yes, sir.

Q. Were so in the years 1877 & 1878?

A. Yes, sir.

Q. Do you know Samuel Schott & Philip Feibish?

A. Yes, sir.

Q. Also Max Schott & J. P. Leroux?

A. Yes, sir.

Q. You know of the failure of Schott & Feibush in the summer of 1877?

A. I do.

Q. When did you first know J. P. Leroux?

A. Ten or twelve years ago, when he was a clerk to Samuel Schott?

Q. Where was Schott doing business then?

A. In East Saginaw.

Q. Not doing business at Detroit at that time?

A. No, sir.

Q. Do you know when Leroux began doing business for himself in Saginaw?

A. He didn't begin in Saginaw; he began at Bay City. I can't 188 state the exact time; probably 5 or 6 years ago.

Q. He was doing business, then, in the summer of 1877?

A. Yes, sir.

Q. What was the name of the firm?

A. Schott & Co.

Q. Do you know who were the members of that firm?

A. Samuel Schott, Max Schott, & J. P. Leroux.

Q. Subsequent to the settlement made by Schott & Feibish did your firm sell them any goods?

A. We did.

Q. When was it?

A. I can't say whether at the end of November or beginning of December; it was a short time after they had settled up their affairs.

Q. Did you sell them all the goods that were sold by your firm?

A. No, sir; I sold them about $1,000 worth, a duplicate of one they had before.

Q. Where was the order given?

A. At Detroit.

Q. By whom?

By Samuel Schott & his clerk.

Q. At that time did you have any conversation with either Schott or Feibish?

Q. Yes, sir, with both. My folks had preceded me on the road. I was
in Quincy at the time, when I got a letter stating Levi had sold them
about $5,000 worth of goods; that Schott and Feibish had settled up their
affairs. When I got to Detroit there were 3 or four travellers
189 there & we talked about the amount of goods Schott was buying,
so I made a remark to Schott when I saw him about the amount of
goods he had purchased.

(Counsel for Leroux objects to any testimony of conversation with Samuel Schott.

Counsel for Max Schott makes the same objection.)

"Well," says he, "I have bought a good many goods, but not too many." I think he mentioned how many he had bought—some $21,000 to $23,000 worth. Says he, "That is not too many for 4 stores." I said, "No; I don't think it is." He mentioned the stores he was supplying. He said, "The Bay City store, the Saginaw store, his store in Detroit, and a store in Detroit kept by a man named Smith." He said he was buying for the 4 stores.

Q. Was the Bay City store in the name of Leroux & Co.?

A. I supposed at the time that they belonged to Schott, by the way he talked to me. Says he, "I bought some pants and vests of Levy, & I want to buy some more. I have not got enough to distribute among the stores;" and a clerk there at that time made the remark, "Yes; they are sending away all the goods they are receiving here to the other stores." On the strength of that & other conversation' we had he ordered a duplicate bill of me of about $1,000.

Q. Did you see any goods shipped from there?

190 A. Yes; at various times I have seen goods shipped from that store.

Q. Where were they taken from?

A. Right out of the store; sometimes taken to the back part of the store, and sometimes into the yard back of the store.

Q. Did you see the cases marked?

A. Yes, sir; they were marked "Saginaw" & "Bay City." Some of the cases were addressed to Schott & Co., or Schott; I won't be positive whether it was the one or the other. I didn't pay much attention to the name; they were marked to Saginaw.

Q. Did you see any account kept of these goods as they were shipped away?

A. No, sir.

Q. You were there when the goods were put in and the boxes closed up?

A. Yes, sir. I was there one time that Schott received some goods & held the bill in his hand. They had a nigger there packing the goods & attending to that kind of business, & Schott was standing there with the bill, & the negro took the suits out of one case & put them into another, & Schott said, "These 6 suits go to Saginaw, & these 6 or 8 suits go to Bay City," & so on. That is all the account I saw kept there.

Q. Did you have any further conversation with Schott at this time?

191 Yes; I remember one other thing. We walked up the street, Sam Schott & I, & I saw a store there with a red flag out where they were auctioneering off goods. I said, "Is this a clothing store selling goods at auction?" & he said, "Yes; it is my store," and he took me in and introduced me to a man named Smith who was running the store as manager. He told me the auction was a mere blind; that they put up a few goods in the forenoon & afternoon, and they sold at private sale also; that he was running off his old goods, selling his old stock, principally unsaleable goods.

Q. This was in Nov'r or December, 1877?

A. Yes, sir; about that time.

Q. Did you have any conversation with Feibish at this time?

A. Yes, sir; I had some little business to settle with him privately, & after straightening that up he took me behind the desk & shewed me a set of books he was opening. I made a remark about his writing, that he was a splendid writer & good book-keeper; they were a new set of books.

Q. Was this in the store of Schott & Feibish?

A. Yes, sir; he shewed me some entries in the books, some belonging to the account of our firm.

Q. What kind of books were they?

A. They were pretty good sized books; the ledger was covered with canvass.

192 Q. How often did you see these books of account there?

A. Only at that time, I think. I don't remember seeing them next time, or having any chance to. I never paid any attention to the books except what he shewed me of his own will.

Q. Were all the entries he shewed you in his handwriting?

A. Yes, sir.

Q. Did you see Leroux or Max Schott at that time?

A. I did not.

Q. Did you see Leroux at any time subsequent to August?

A. Yes; several times; I saw him a few days after this transpired in Detroit; I was in Bay City & went to Leroux's store.

Q. Have any conversation with him then?

A. I had.

Q. What was it?

A. I asked him, among other things, if he wanted any goods, and he said he wanted some pants & vests; if he wanted to buy some; he said he would look at them; afterwards he said Sam. Schott was doing business there as usual, as he always did. After I had informed him that Schott had duplicated an order of some of these pants & vests, he said if Schott had bought them that was all right; that he would get them of that firm; that Schott was furnishing the store.

Q. Anything further about Schott's connection with that store?

193 A. I don't know as there was any direct talk of that kind; he said Schott always had bought the goods & was doing so then.

Q. Have any other conversation with Leroux prior to the last failure of Schott & Feibish?

A. Yes; I go to Bay City frequently.

Q. Have any conversation of any importance?

A. Not that I remember.

Q. Did you see him subsequent to the last failure of Schott & Feibish?

A. Yes, sir.

Q. Have any conversation with him of any importance?

A. Nothing about this case.

Q. Did you see Max Schott at this time?

A. No, sir.

Q. Did you have any conversation with him at all?

A. Not on this subject, at all.

Q. Ever sell any goods to him directly?

A. No, sir; I have sold him goods in former years, not since.

Q. Were you in Detroit again after this interview and before Schott & Feibish failed the last time?

A. Yes, sir.

Q. Did you go to their store?

A. Always when I was in Detroit.

Q. Did you make any observation as to the amount of stock in their store when you were there & sold them this bill of goods?

A. Yes, I did.

Q. What was the amount?

194 A. It was a pretty large stock that made me remark to him, "Aren't you buying a good many goods at this season of the year," & then he spoke about his 4 stores.

Q. How much in amount was the stock in the store at that time?

A. I should judge probably from $30,000 to $40,000. I could not tell within $5,000 or $10,000. He had a large stock, & that brought out my remark about it.

Q. Did you have any conversation with Samuel Schott as to whether Sigmond Rothschild had been paid for his endorsement of Schott & Feibish' paper?

A. No, sir.

Q. Did you have any other conversation with any of these parties before Schott & Feibish failed the last time?

A. I may have had, but I don't remember any more.

Q. How long prior to the 1st March, 1878, were you there again?

A. I was there in January, & then again a day or two after they had made their assignment. When I heard of the assignment I went up there.

Q. Went to the store?
A. Yes, sir.
Q. It was in possession of the assignee then?
A. Yes, sir.
Q. What was the amount of stock there at that time?
A. I can't say. They hadn't taken stock when I got there.
Q. Did you notice the character of the stock there?
A. There was only a small stock and old goods principally.
By Mr. PAINE. Are you testifying now from what you know?
A. Yes; from what I saw there.
Q. Did you examine the goods?
195 A. I went round the shelves & counters to see what was there. That is our first object when a man fails, to see what he has got left.
Q. And your observation shewed they were mostly old goods?
A. Yes, sir.
Q. Did you go to Saginaw or Bay City at this time?
A. No, sir.
Q. Did you look for the books of account of Schott & Feibish at this time?
A. I did.
Q. Did you find the books you had seen there before?
A. No, sir; I asked the assignee to let me see the books.
(Any conversation between witness & the assignee objected to as incompetent & immaterial.)
He said, "what books?" I said, "the books of Schott & Feibish." He replied he could only find one book; he brought out to me a little book like this (pointing to Exhibit A), with a red cover. I said "that is not all the books of Schott & Feibish. I saw a new set of books here last fall." I said to Schott, "I would like to see your books; where are they?" He said, "I have no books." Feibish was back of the store, & I asked him where they were. I said to him, "Where are your books?" He said, "What books?" I said, "You shewed me a set of books you opened," & I gave him a description of them; he said he didn't know what had become of them.
Q. Did you find those books there?
A. No, sir; only a little book like this. All the books I could see was one book.
196 Q. The books you saw in November were not there?
A. No, sir.
Q. Is that Fiebish's handwriting in the book before you?
A. No, sir; but this is not the book I saw there, but one like this.
Q. In whose handwriting was the book you found there?
A. It was not Feibish. I think it was Samuel Schott's.
Q. You have seen Feibish write?
A. Yes, sir, often; he is a splendid writer.
Q. Prior to the last failure did you see the stock of goods in Leroux's store?
A. Yes, sir.
Q. What was the amount of stock?
A. It was an unusually large stock for his store, & consisted mostly of new goods.

Q. What date was this?

A. Some time before they failed the 2nd time; he was getting new goods in pretty fast.

Q. It was a larger stock than you had seen there before?

A. Yes, sir.

Q. Did you see the goods that were brought from Detroit here by the United States marshal?

A. Yes, sir.

Q. When were they brought here?

A. I can't say exactly; nearly a year ago.

Q. Who had charge of them?

A. The marshal.

Q. Were th'y packed?

A. Yes; in cases.

Q. Marked so as to shew where they came from?

197 A. Yes, sir; the cases were all marked "Mr. Mathews, United States marshal, Rochester, New York," & there was a mark designating the different places they came from—Bay City, Saginaw, & Detroit.

Q. Did the marshal open the cases?

A. He did, or was present when they were opened.

Q. Was an inventory taken of these cases?

A. Yes, sir; I was one of those who helped take it.

Q. Who were the others?

A. Marcus Michaels, Herman Rosenberg, & Sigmond Bein.

Q. Did these gentlemen all assist in putting a value upon the goods?

A. Yes, sir.

Q. Was a value put upon each parcel of goods separately?

A. Well, sometimes not; if we found 3 or 4 pieces all of a kind, we valued them together.

Q. Were all the goods appraised by these gentlemen?

A. Yes, sir.

Q. If you found ½ dozen pieces of the same sort they were appraised at their aggregate value?

A. Yes, sir.

Q. Was a separate valuation made of the stocks coming from these different stores?

A. Yes, sir; & they were stored separately. There were 4 floors in the store, and each stock put on a floor by itself & kept separate. One stock was opened & appraised and put on the shelves, & then we proceeded to the next. We rented a store to keep these stocks in by themselves.

Q. Was it open for examination of purchasers?

198 A. No, sir, not publicly; they came in to examine before the sale. I was not in Rochester when they were sold.

Q. On what principle did you appraise them?

A. At what price they could be sold to a retailer, to a man doing business.

Q. Were they appraised at their full value?

A. Yes, sir; at about the price I would sell them to a man who would sell them again.

Q. State the amount of these inventories.

(Defendant's counsel object to all testimony relating to this appraisement as incompetent, as not showing the value of the goods in Michigan.)

(Witness refers to a memorandum.)

Q. Did you make the memorandum yourself?

A. Yes, sir; with the help of others.

Max Schott's stock was appraised at	$7, 244 00
Leroux' stock, from Bay City, at	$8, 584 20
And the Schwab stock at	6, 584 00
Making a total of	$21, 869 20

Q. What was the bankrupt's stock appraised at?

A. I don't know anything about that; I only appraised these three.

Q. What was the character of the goods that came from Bay City & Saginaw?

A. All the goods were old good' pretty much, with very few exceptions.

By Mr. PAINE. In style or out of style?

A. Out of style.

199 Q. What was the differ*a*nce at that time between the market price of such goods in New York & Michigan?

A. No difference. The market price all over the country was alike. We sell them in the Western States and everywhere else for the same price.

Cross-examined by Mr. A. McDONNELL.

Q. How long were these goods kept in this store before they were sold?

A. I don't know; because I wasn't here at the time they were sold.

Q. Do you know who rented the store in which they were stored?

A. Sloman & Rotschild.

Q. Do you know?

A. Yes; I heard them say so.

Q. Preparatory to the goods coming here?

A. Yes, sir; the goods were not shipped till they rented the store for them.

Q. How long was the United States marshal here?

A. Pretty near a week. I was 3 or 4 days with him, but I left the city before the goods were sold.

Q. Did you examine these goods personally?

A. Yes, sir; every article.

Q. You say they were out of style?

A. Principally.

Q. What month was it?

A. It was in the summer. I kept no track of it.

Q. So far as you know the goods were sold in one lot?

A. Yes, sir.

Q. Your partner Rothschild was one of the purchasers?

A. Yes, sir.

Q. What became of these goods afterwards?

200 A. They were sold here in Rochester.

Q. From where?

A. From the store that was rented for them.

Q. To whom?

A. To a Mr. Garson?

Q. He bought them in a lump?

A. Yes, sir.

Q. Do you know who had control of these goods while they were stored here?

A. M. Sloman & Mr. Rotschild.

Q. How do you know?

A. They had the key of the store.

Q. How do you know if you were absent?

A. While I was here they had.

Q. You don't assume to swear you know who had charge of all these goods during the time they were here till they were sold?

A. Rotschild & Sloman had the key to the store.

Q. You were gone some days before they were sold?

A. I think so; probably a day or two before.

Q. In reference to your visits to Bay City, state when it was you were first at Leroux's store in the fall of 1877.

A. It was after the failure of Schott & Feibish, after they had settled up their affairs.

Q. Did you take part in the settlement at Detroit?

A. No, sir; I wasn't there.

Q. Did you take part in the negotiations for a settlement?

A. We tried to help them to a settlement; we signed to compromise our claim.

201 Q. Did you, as a member of your firm, take part in that meeting?

A. Yes, sir.

Q. Was Rothschild there?

A. No, sir.

Q. When did you sell Schott & Feibish some more goods after this settlement?

A. After this settlement of their affairs, which was in Nov'r, 1877, after we got all through fixing up their matters, then I went through Detroit & I sold them some more goods.

Q. That was the first sale after the failure?

A. Yes, sir.

Q. Don't you know that the court of bankruptcy didn't confirm the settlement till some time afterwards?

A. All I know is——

Q. Don't you know?

A. I know that when I sold them these goods the court of bankruptcy had confirmed this settlement.

Q. How do you know that?

A. They told me so; they told me they had all their matters fixed, & Dickinson said so, too.

Q. How much did your firm get for your claim?

A. 35 cents on the $.

Q. For your claim against whom?

A. Against Schott & Feibish.

Q. Didn't Max Schott, of Saginaw, go into liquidation at the same time?

A. Yes sir.

Q. Do you include them in the same settlement?

A. Yes, sir; they settled at the same rate.

Q. Who settled?

A. The Saginaw firm & the Detroit firm.

Q. Were they both in together?

A. Yes, sir.

202 Q. What was that for if Feibish was not a member of the Saginaw firm?

A. Sam. Schott was a member of the Saginaw firm, and when he busted I suppose the other concern busted also.

Q. Did Max Schott give anything for his indebtedness to creditors?

A. No, sir; it was all fixed up in one thing.

Q. You took the paper of Schott & Feibish, indorsed by Sigmond Rothschild, in composition of your claim?

A. Yes, sir.

Q. Didn't you get anything else?

A. We got 2 or 3 notes.

Q. What became of them?

A. They were torn up.

Q. Why?

A. Because they were valueless. I sent them home or took them home with me, & Rothschild told me some time after that he had destroyed them, as they were invalid, or something to that effect; that is the last I ever saw of them.

Q. When did you arrange with Schott & Feibish that you should have these notes?

A. At the time I went up there when they failed the first time. Sigmond Rothschild, of Detroit, & myself had a conversation on the subject. Sigmond Rothschild was the man who always advised Schott & Feibish, & they were under his care. I went from the Russel House to Rothschild's store, & just as I got in front of the store I met Rothschild & Michaels coming out of the store. We all three went to take a drink, & we talked about the outrage of Schott & Feibish failure & that sort of thing, & then we went back to the store, & when we got there Rothschild says to me, "I know what you want, & you will be protected to
203 some extent." I said, "All right," & he (Schott) gave me three notes, which were left in the hands of Pfeist Rothschild, & he put them in the safe in an envelope sealed up, & they were to be delivered to me after the settlement.

Q. Did Sigmond Rothschild draw them?

A. No, sir.

Q. In whose writing were they?

A. I think in mine.

Q. Was Sigmond Rothschild present when they were drawn?

A. Yes, sir; they were drawn in his private office.

Q. Before or after the compromise paper was signed by you?

A. I think before; but I'm not positive I had agreed to settle.

Q. Was it one of the conditions of the agreement?

A. Partly.

Q. So that you got your pay in full?

A. No, sir; not by any means. If they had been paid it would have been 75c. on the $. They did something with Michaels, I believe.

Q. How do you know that?

A. Sigmond Rothschild told me he would protect Michaels to some extent. He said so in the presence of Schott. He said, "Michaels has been taken care of & so will you." I said, "All right."

Q. The composition you effected with Schott & Feibish, of Detroit, not only discharged them but also the Saginaw firm?

204 (Objected to as incompetent, the paper being the best evidence.)

A. I think so.

Q. What were the assets of those 2 firms at that time?

A. I don't remember.

Q. Was it not about $20,000?

A. I don't think it was.

Q. What were the liabilities of the 2 firms, as you understood, at the time of the 1st failure?

A. About $60,000.

Q. Are you sure of it?

A. No, sir; I have kept no track of that since.

Q. Can't you give as correct an estimate of them as you have of the value of that stock?

A. I have not sworn as to the value of the stock, except as to the inventory I took part in. I could tell by referring to papers at home.

Q. Come back to your visit to Bay City, on the occasion of Leroux's enquiring for pants & vests, state what he said, word for word, if you can; if not, as near as you can.

A. It would be impossible to repeat it word for word. The substance of it was this: He wanted some pants & vests, & asked me if I had any, & I told him I had. When he was made aware of the fact that I had sold some pants & vests, he didn't want any then, because if Schott had bought some he would get some, & that is the reason why he didn't buy any of me. That is the substance of the conversation.

Q. Sure of that?

A. Yes, sir.

205 Q. Did you have any other conversation with Leroux at any other time on that subject, or similar to that?

A. Not that I remember. I have had several conversations with him, but not relating to these pants & vests matter. This conversation I remember distinctly, because he wanted to buy them, & I said Schott had bought so many of them. I believe I shewed him the order. He said if Schott had bought them he didn't want any, because he should get them.

Q. Did he speak about Schott's supplying the store?

A. He said he was getting pretty much all of his goods from Schott.

Q. Did he say if Schott bought them he didn't want them?

A. Yes, sir; he said if Schott bought some there was no use of his buying them, because he was getting them from Schott.

Q. That Schott & Feibish would supply him?

A. Yes, sir.

Q. Did he say Schott always supplied him, or supplied his store?

A. I don't know that he used those words.

Q. Can you give any other conversation with Leroux at any time prior or subsequent to that?

A. Not that I remember relating to these pants.

Q. Leroux's store didn't go into liquidation at the time the others did?

A. I don't know how that was fixed.

Q. Were you not interested as creditor?

206 A. No, sir; we always sold to Schott & Feibish & shipped to them.

Q. At the time of this settlement with Schott & Feibish at 35 per cent. none of the goods in the Bay City store were given as part of the assets of Schott & Feibish?

A. I don't know anything about that; we settled with Schott & Feibish.

Q. You never heard of Leroux's store going into liquidation?

A. No, sir; I know they owed money, but I never heard of their liquidation.

Q. Do you know who carried on business at Leroux's store in Bay City in Nov'r, 1877?

A. It was Schott & Co.

Q. How do you know that?

That is what I supposed.

Q. Why?

A. Because they bought goods the same as they always did before, & Samuel Schott claimed it was his store; that he was supplying it with goods. From that statement & Leroux's conversation about the pants & vests I made that conclusion.

Q. When did Schott & Feibish go into bankruptcy the first time?

A. In the summer of 1877.

Q. Do you mean to say that Schott claimed any interest in that Bay City store in the fall of 1877?

A. Yes, sir.

Q. Did you compromise your claim at 35 cents without taking these Bay City goods as part of his assets?

A. I was differently situated then, & didn't investigate much about their stock.

207 Cross-examined by Mr. De F. Paine:

Q. What do you mean when you say that the market value of goods in Rochester is the same as in Detroit?

A. I mean that we are selling goods alike all over the country.

Q. Who pays the freight on the goods you sell?

A. The purchaser; sometimes we pay it.

Q. Who was present when you had the first conversation with Schott & Feibish that you have testified to?

A. I have had so many conversations with them that I don't know what you refer to.

(Question repeated.)

A. I don't know whether you refer to the 1st or second failure.

Q. At the conversation you testified you had with them about the amount of goods they were buying; who was present then?

A. There was a young man named Mannheimer, representing Goodman Brothers in New York, who sold them some goods at that time. I said to

Schott, "You are buying a good many goods, ain't you?" & he said, "Yes; I'm buying for 4 stores."

Q. Was Feibish there?

A. I can't remember.

Q. Didn't you say that the conversation was with Schott & Feibish?

A. Yes, it was.

Q. Then he must have been there?

A. Probably he was; I think he was.

Q. Do you know?

A. I think it was.

Q. What did Feibish say?

A. He didn't say anything.

208 Q. Was that all that was said?

A. On that point; yes.

Q. Who was with you when you & Schott went down the street?

A. No one else.

Q. What did Schott say about that store you testified about?

A. He said it was his store; took me in there & introduced me to a man named Smith.

Q. What did Smith say?

A. Nothing, in particular.

Q. What else did Smith say?

A. He said they were retailing goods there, partly at auction; he claimed they were old goods.

Q. Is that all he said?

A. All about that store.

Q. When Feibish called your attention to the new set of books did you examine the books?

A. I examined that 1 book.

Q. What did you do?

A. He showed me this new ledger & pointed out what he was going to do & how he was going to enter the different accounts.

Q. Did you examine that page?

A. Yes; several pages.

Q. What did you see?

A. The accounts he had opened there was our account for one, & I saw some others.

Q. When first since that time has your attention been called to that examination of that account of yours?

A. I have known that fact right along.

Q. Have you talked with anybody about it?

A. No, sir.

209 Q. Is this the first time you have mentioned it since that time?

A. I have mentioned the fact of my seeing the books, but as to this account of ours this is the *the* first time I have mentioned it here.

Q. Have you refreshed your recollection about these conversations since they occurred?

No, sir; I may have*d* talked about them.

Q. Haven't you talked with your counsel?

A. No, sir.

Q. Haven't you said a word to him about it?

A. All I ever said to him was the night before last; I told him I had seen several books there which I hadn't seen afterwards.

Q. Didn't you talk with him about these several conversations?

A. No, sir.

Q. You have never referred to them since they occurred?

A. It is so long ago I can't remember; I may have talked with my partners about it. I have never talked with any outsiders about it, but I have to my partners; I have no secrets from them.

Redirect examination by Mr. PERKINS:

Q. After Sigmond Rothschild saw you as soon as you first reached Detroit, after their first failure, you supposed you were going to get 75c. on the dollar?

(Objected to as leading.)

A. I didn't know but what they would get 'round at that time. Rothschild said they had fixed it up between them that our firm was to be protected in some shape.

210 Q. After that you didn't make any special inquiry as to the affairs of the Bay City firm?

No, sir; because I didn't think it was necessary.

Q. What was said by Leroux on the subject of Samuel Schott supplying him with goods?

A. He said Schott always bought goods for the concern & does so now.

Q. That was in the conversation about the pants & vests?

A. Yes, sir.

Recross-examined by Mr. PAINE:

Q. You say you didn't take any inventory of the bankrupts' stock after it arrived in Rochester. Why did you not?

A. I don't know; I wasn't here all the time.

Q. Who did take it?

A. I don't know. I am positive I helped inventory the 3 stocks.

Recross-examined by Mr. McDONNELL:

Q. Do you desire us to understand you to mean that your conversation with Leroux at Bay City was any different from what you stated on the cross-examination by me?

A. That was the substance of it, what I gave you; I can't give the words. You asked for the exact words, which I told you I couldn't give.

Recross-examined by Mr. PAINE:

Q. When you went to Detroit after the second failure & asked to see the books you had previously seen, what did Feibish say?

211 A. He said he didn't know what had become of the books.

Q. Are you sure of that?

A. I am positive.

Q. What else did he say?

A. I don't remember the conversation.

Q. What did you say?

A. I asked him for the books, & when he said he didn't know what had become of them I made some remark, I don't remember what.

Q. Was there anybody else there at that conversation?

A. There may have been; I don't remember now.

Q. Has that conversation been called to your attention from that day to this?

A. It has been on my mind ever since.

Q. Has it been called to your mind by anybody?

A. No, sir.

Q. Have you talked with anybody about it?

A. I might or might not.

Q. Can you answer the question in no other way?

A. I can't say whether I have talked about it or not. I may have mentioned the fact to some of the other creditors, & when I got home I told my partners, probably.

R. LICHTENSTEIN.

Sworn & taken on the 17th day of September, A. D. 1879, & read over in my presence to the witness & by him subscribed in my presence & before me this 24th day of September, A. D. 1879.

[SEAL.] J. D. HUSBANDS,
U. S. Circuit Court Commissioner in & for said
Northern District of New York.

212 (The witness was recalled & his testimony when recalled appears in its order.)

213 *Joseph Bühler.*

[5th int.]

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

JOSEPH BÜHLER, of Rochester, in said county of Monroe, in the said northern district of New York, being of full age, & having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose & testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for the said complainants:

Q. You live in Rochester?

A. Yes, sir.

Q. Member of what firm?

A. Rosenberg, Bühler & Bloom.

Q. What firm did you belong to in 1877 & 1878?

A. Kolb, Rosenberg & Co.

Q. What was your business?

A. Wholesale clothing.

Q. Did your firm sell any goods to Schott & Feibish prior to their first failure, in the summer of 1878?

A. We did.

Q. To what amount?

A. Nearly $1,000.

Q. When were the goods sold?

A. Between the 1st & 15th Nov'r, 1877.

Q. Had you sold them any prior to that time?

A. Only 7 or 8 years ago.

Q. Where was the order for this Nov'r sale given?

214 A. In Detroit. I was there myself & sold them myself.

Q. Whom did you see there?

A. Samuel Schott.

Q. Were you in the store?

A. I sold the goods at the hotel, & also went down to his store.

Q. Did you notice what amount of stock he had in his store?

A. Not exactly; it was an old stock.

Q. Large or small?

A. Small for the store.

Q. Was it a large store?

A. A pretty good-sized store.

Q. Did you have any conversation with him at that time?

A. The only conversation I had with him was, I went to his store & asked him if he wanted to buy any more goods. He said he had to buy some more goods, because he was buying for 3 stores; he said he had bought 2 large bills, & expected them every day, and after they had come he could tell better what goods he needed.

Q. Did you go again?

A. Yes, sir; & he had got a lot of new goods.

Q. What was said then?

(Defendant's counsel makes a general objection to all testimony relating to the other stores.)

A. I asked him if he would like to look at my samples. He said not at present, as I am packing up goods now for my stores at Bay
215 City & Saginaw, & I must ship them off right away. He held invoices in his hands at the time & called off the lots, and as he called them off they laid out the goods, & he said send 6 suits of these to Saginaw & 6 suits of these to Bay City, & the negro was in the back part of the store & packed up the goods.

Q. Did you see any account kept of the goods packed?

A. No, sir; they kept no account at all; didn't even check them off.

Q. Did you see them put in the boxes?

A. Yes, sir; I stood there for about an hour or so & saw them packed.

Q. Did you see them marked?

A. Yes; they were "Schott & Co., East Saginaw."

Q. Were any marked to Bay City while you were there?

A. No, sir; they had 2 cases; in one they had put goods for Bay City & in the other goods for Saginaw.

Q. These were taken from the goods that had just arrived?

A. Yes, sir.

Q. Taken out of the packing cases?

A. No, sir; taken from the counter.

Q. Do you know J. P. Leroux?

A. No, sir.

Q. Do you know Max Schott?

A. Yes, sir; he was there helping pick out the goods.

Q. Was he there when the conversation took place between you & Samuel Schott?

A. Yes, sir; but he didn't make any remark; he assisted in the packing the goods for the other stores.

216 Q. Did you have any other conversation with Samuel Schott at that time?

A. He said he would see my samples about 2 o'clock that afternoon, & I sold them to him; then he came up & picked the goods out himself.

Q. Did you have any conversation with him except about goods?

A. No, sir.

Q. When you first conversed with him at the store, did he say what the other stores were?

A. No, sir; he simply said three stores.

Q. Have you given all that was said at the second conversation?

A. Yes, sir.

Q. Were you at Detroit again before their failure?

A. I believe I was.

Q. Have any conversation with either of them?

A. No, sir.

Q. On what time were your goods sold?

A. 4 months.

Q. Ever receive any pay?

A. No, sir.

Q. Did you go to Detroit at the time of the failure or subsequently?

A. No, sir.

Q. Did you see the goods that were brought here by the marshal from Detroit?

A. No sir; I was on the road at that time.

Cross-examined by Mr. PAINE:

Q. Was Max Schott present at the first interview you have testified to when you first came to Detroit?

217 A. I can't say, I believe he was around the store, but I don't know.

Q. You had no talk with him at that time?

A. Not on the subject of buying goods.

Q. You say Max Schott was in the store when you were there the 2nd time?

A. Yes, & helped pick out the goods.

Q. For the store in Saginaw?

A. Yes, & the Bay City store also.

Q. What time in the fall was this?

A. Between the 1st & 15th of Nov'r.

Q. Can you give it any nearer?

A. No, sir; it was not after the 15th.

Q. Was Max Schott present when Samuel Schott told you he was sending goods to the East Saginaw store?

A. He was in the store, but I can't say whether he was within hearing distance or not?

Q. What is your best recollection as to *the* whether there *there* was any one else present at that time?

A. There were a good many 'round, but I don't know whether they listened to the conversation or not.

Q. Do you know whether Max Schott heard it or not?

A. I don't. He was in & out of the store, & so were several other persons.

JOSEPH BÜHLER.

Sworn & taken the 17th day of September, A. D. 1879, and read over to and subscribed by the witness in my presence & before me this 29th day of September, A. D. 1879. 218

[L. S.] J. D. HUSBANDS,
U. S. Circuit Court Commissioner in & for
said Northern District of New York.

219 *Marcus Michaels.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

Marcus Michaels, of Rochester, in the county of Monroe, in the northern district of New York, being of full age, and having been by me duly cautioned & sworn to testify the truth, the whole truth, and nothing but the truth, & being carefully examined in the said cause pending in the said court as aforesaid, doth depose & testify as follows, that is to say:

Direct examination by Mr. J. BUCK PERKINS, of counsel for complainants:

Q. You live in Rochester?
A. Yes, sir.
Q. Member of any firm?
A. Yes, sir; of Henry Michaels & Co.
Q. & were in 1877 & 1878?
A. Yes, sir.
Q. Were any goods sold by your firm to Schott & Feibish?
A. Yes, sir; but I had nothing to do with the sale.
Q. Did you see the goods brought here from Detroit by the marshal?
A. Yes, sir; I saw them when they were unpacked.
Q. Did you assist in making an inventory of them?
A. I did.
Q. Were you familiar with the marked price of such goods at that time?
A. I was.
Q. On what principle was the inventory made?
A. On the actual value of the goods.
220 Q. State whether, in your judgment, that inventory represented the actual value of the goods at that time.
A. It did.
Q. Did you assist in making an inventory of the goods that came from Detroit?
A. I did.
Q. Do you remember what sort of goods they were?
A. Very old goods, I should judge. They were what we call odds & ends—accumulations.
Q. These were the goods from the store of Schott & Feibish in Detroit?
A. Yes, sir.
Q. At what price were they inventoried?
A. It is my impression that they were inventoried as high as we dared,

because the parties that owned it wanted to get as much for the goods as they could, & wanted the inventory to appear as high as possible.

Q. What did the inventory foot up?

(Objected to as immaterial.)

A. I can't say exactly; somewhere about $6,000 or $7,000.

(Objected to as not responsive.)

Q. I am speaking of the goods that came from Schott & Feibish' store.

A. I don't remember exactly whether an inventory was taken of that stock. There was an inventory taken of the goods that came from one of the Detroit stores, but I don't remember which store it was.

221 Q. Did you recognize any of your own goods among the goods that came from Schott & Feibish's store?

A. Yes, sir; we had sold them a great many goods for a number of years.

Cross-examined by Mr. McDonnell:

Q. Do you say an inventory was taken of only one stock?

A. No, sir; I said of only one stock from Detroit.

Q. What did the inventories aggregate?

A. I don't remember distinctly; a little over $20,000.

Q. Did the different stocks come at different dates?

A. No, sir; they all came in one lot of cases. I saw them taken out of the cases; the marshal separated them, & put one stock on one floor & another on another floor.

Q. Don't you know that no inventory was taken of the goods from Schott & Feibish's store?

A. I don't remember. I saw those goods, but don't remember whether an inventory was taken or not.

Northern District of New York, *ss:*

I certify the foregoing is the testimony of Marcus Michaels, taken before me, on September 17th, A. D. 1879, pursuant to the annexed

222 J. D. H. notice & stipulations. It is not signed, by reason of his continued absence from Rochester, New York.

Dated Rochester, New York, October 8th, A. D. 1879.

[L. S.] J. D. HUSBANDS,
U. S. C't Court Com'r in & for said
Northern District of New York.

U. S. circuit court for the eastern district of Mich. In equity.

Joseph L. Hudson et al.
vs.
Joseph Leroux & Max Schott.

By reason of the prolonged absence of Marcus Michaels, a witness examined at Rochester, New York, on behalf of said complainants, his signature to his deposition cannot be procured for some time to come. It is therefore stipulated that such signature be, and the same is hereby, waived, and the commissioner, Mr. Joseph D. Husbands, is requested to certify such deposition to be the deposition made by said Marcus Michaels before him as aforesaid, which will be taken in lieu of deponent's signature.

September 29, 1879.

M. E. CROFOOT,
Per WISNER,
Sol'r for Comp'ts.
McDONNELL & MANN,
Sol'rs for Leroux.
DEFOREST PAINE,
Sol'r for Schott.

223 *Marcus Cauffman.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

MARCUS CAUFFMAN, of Rochester, in the county of Monroe, in the northern district of New York, being of full age and sworn to testify the truth, the whole truth, & nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose & testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for comp'ts:

Q. You live in this city?
A. Yes, sir.
Q. Member of what firm?
A. Cauffman & Dünkelspiel.
Q. Your business is what?
A. Wholesale clothing.
Q. Were you in that business in 1877 & 1878?
A. Yes, sir.
Q. Do you know the firm of Schott & Feibish?
A. Yes, sir.
Q. Did you sell them any goods prior to the summer of 1877?
A. Yes, sir; in the spring of 1877.
Q. To what amount?
A. I forget exactly, between $1,500 & $2,000.
Q. What month in the spring was it?
A. I think February, March, & May.
Q. On what time were they sold?
A. 4 months.
Q. Did you get the order for them?
A. Their order was given by Mr. Samuel Schott for part, & part I think was given by Max Schott. I didn't take the order myself.

224 Q. You had no conversation with Samuel Schott at that time?

A. No, sir; we had an agent living in Detroit, & he took these orders; they were ordered by Schott & Feibish in Detroit & by Schott & Co. of Saginaw; those goods ordered for Saginaw were sent there, & the rest were sent to Detroit.

Q. The goods were not selected here, were they?
A. The orders were sent here & the goods selected and sent on.

Q. Schott was not here?

A. No, sir.

Q. Who was your agent?

A. John A. Karp.

Q. Did you ever get any pay for these goods?

A. Yes, 35 cts. on the dollar.

Q. They had paid nothing when they failed?

A. No, sir.

Q. Did you sell them any subsequent to that time?

A. Yes, on Nov'r, 1877.

Q. To what amount?

A. 3 or 4 bills; one bill was sold by Karp of somewhere over $1,100, & the 2nd bill I sold myself with Karp; it was $1,841.13.

Q. Did you sell them another bill after that?

A. Yes, in December, one in the neighborhood of about $400.

Q. Who received the order for that?

A. Karp.

Q. All sold on 4 months' time?

A. Yes, sir.

Q. Received any pay for them?

A. Not yet.

Q. When was it you were in Detroit?

A. Either the 14th or 15th Nov'r, 1877.

Q. Did you go to Schott & Feibish' store?

225 A. Yes, sir; I saw Samuel Schott there.

Q. What amount of goods were in the store at that time?

A. A large stock.

Q. What amount, in your judgment?

A. In the neighborhood of $30,000 or more.

Q. What conversation did you have with Sam'l Schott at that time?

A. Nothing, except I told him I had come down to sell another bill of goods, & he made an arrangement to come up in the afternoon & look at the goods, & in the afternoon he came to the hotel, & we sold him the goods.

Q. No other conversation than that?

A. Not particularly.

Q. Did you see any goods packed while you were there?

A. I don't remember; I was in Bay City & Saginaw before that.

Q. Did you see Leroux at Bay City?

A. Yes, sir.

Q. When was that?

A. Between the 10th & 15th of Nov'r; I can't give it nearer.

Q. Have any conversation with him at that time?

A. I asked him if he would look at my goods. He said, "I am not buying any goods. Samuel Schott buys as usual, as before. He buys for the three stores."

Q. Did you go to Leroux' store at that time?

A. Yes, sir; I had the conversation with him there.

Q. Any other conversation at that time?

226 A. No, sir; he didn't look at them. He said, "Go down to Detroit. Sam. Schott is buying the goods, and you can try to sell him some goods."

Q. Did you go to East Saginaw?

A. Yes, sir; I was there about that time.

Q. Did you go to the store of Max Schott there?

A. Yes, sir. I tried to sell him some goods.

Q. Did he buy any?

A. No sir. He told me, "I'm going to Detroit, & Sam. & I will buy the goods together."

Q. Anything said about Sam.'s interest in the store?

A. No, sir.

Q. Was Max Schott in Detroit when Samuel Schott bought the goods?

A. I don't think he was there that day, but he came there that night.

Q. Did you have any conversation with him?

A. Nothing particularly.

Q. Didn't talk with him about the goods you had sold to Samuel?

A. No, sir.

Q. He is the brother of Samuel?

A. Yes, sir.

Q. When were you again in Detroit?

A. I think in February.

Q. Did you see Schott & Feibish?

A. Yes, sir; I went to their store.

Q. Did you have any conversation with either of them?

A. Nothing particular.

Q. Did you go to Bay City & Saginaw subsequent to the time you have testified to?

A. Yes, sir; both places.

Q. Did you see Leroux?

227 A. I think not. I went to his store & asked to see him, but
he wasn't there. While going to the store I saw a suit of clothes
hanging out with our tickets on, & new tickets on besides.

Q. Did you go to Saginaw?

A. Yes, but I don't remember seeing Max Schott there at that time.

Q. When were you in Detroit again?

A. Not till April or May, I forget which.

Q. Were you there at the time of the failure of Schott & Feibish?

A. No, sir.

Q. Did you see the goods that were brought here by the marshal?

A. Yes, sir; I saw them after they were opened.

Q. Did you assist in making the inventory?

A. No, sir.

Q. Were the stocks kept separate?

A. I understand they were kept on different floors in one store.

Q. Did you recognize any of your own goods among them?

A. Yes, sir.

Q. What amount of your own goods did you recognize among those marked as coming from Bay City?

A. I can't state; I recognized some in all the stocks.

Cross-examined by Mr. McDONNLL:

Q. When you had the conversation with Leroux in Bay City where was it?

A. In the store.

Q. What time of day?

A. I can't tell except that it was in business hours.

Q. Were his clerks there?

228 A. They were 'round the store; I don't know whether they heard it or not.

Q. How many clerks did he have there?

A. I don't remember.

Q. You wanted to sell him goods?

A. Yes, sir.

Q. Did he ask you what kind of goods you had?

A. He knew.

Q. How did he know?

A. He knew me for a number of years, & knew I sold goods to Schott.

Q. When he told you Schott was buying goods as before did he mean before the failure?

A. I suppose so; I didn't ask him what he meant by it.

Q. You don't know who composed the firm of Leroux & Co. at that time?

A. No, sir.

Cross-examined by Mr. PAINE:

Q. Before the composition you sent the goods ordered by Max Schott directly to East Saginaw?

A. Yes, sir.

Q. And you charged them directly to Schott & Co.?

A. Yes, sir.

Q. Have those goods been paid for?

A. Only 35c. on the dollar.

Q. How was that paid?

A. Through a composition in bankruptcy.

Q. Did Schott & Co., of East Saginaw, settle with you at 35c. on the dollar?

229 A. I was not at home when the settlement was made; I only know that a settlement at 35c. was made.

Q. Did Schott & Co. make that settlement?

A. I cannot state as to that.

Q. Why then do you say you were paid by Schott & Co. 35c. on the dollar?

A. If I sell Rothschilds a bill of goods to-day, & you were to come into our store to-morrow & pay it I should say Rothschilds had paid it.

Q. Has any one done that for Schott & Co.?

A. We received notes endorsed by Sigmond Rothschilds for our claim to that extent, of 35 per cent.

Q. Those notes were paid?

A. Yes, sir.

Q. Did your firm receive anything else beside those notes?

A. No, sir.

Q. No other consideration whatever?

A. No, sir.

Q. You discharged Schott & Co. from all their liabilities to you?

A. Yes, sir.

Q. Try & fix the date as near as you can when you had this conversation with Max Schott at East Saginaw.

A. The nearest date I could fix it would be between the 1st & 15th of November. I can tell that, for this reason, I came in from Saginaw & Bay City direct to Detroit, & I find that we shipped this bill of goods which I sold to Schott & Feibish on the 16th of November.
230 I refreshed my memory about that by looking over our books.

Q. When did you have the conversation with Schott & Feibish?

A. A day or two before that.

Q. So that the order from Schott & Co. must have been taken a day or two before?

A. No, sir; that order was taken in Detroit.

MARCUS CAUFFMAN.

Sworn & taken on the 17th day of September, A. D. 1879, and read over to the witness and by him subscribed this 24th day of September, A. D. 1879, in my presence and before me.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in & for the Northern District of New York.

231 *Bernard Rothschild recalled.*

Bernard Rothschild, recalled for the complainants, testified as follows:

Direct examination resumed by Mr. Perkins:

Q. In your evidence you spoke of seizing goods at Bay City & East Saginaw; as I understand it, the marshal seized them?

A. Yes, sir; I didn't take the goods, the marshal took them.

Q. Were any goods in the store of Leroux not seized?

A. Yes, sir; furnishing goods & hats & caps.

Q. What goods were seized?

A. Clothing only.

Q. How was it in the Saginaw store?

A. The same; the furnishing goods & hats & caps were not seized by the marshal.

Q. Did you at any time have any conversation about Rothschild's indorsement of these notes?

A. I was there in Detroit shortly after the composition & had a conversation with Max Schott; he asked me if we received a circular to send on the notes of Sigmond Rothschilds & we would get a certain discount, I forgot how much. I told him we received the circular, but didn't send the notes, because we considered Sigmond Rothschild perfectly re-
232 sponsible, & we could get money cheaper here than in Detroit; he told me that any time I wanted money I should send the notes on; that he had given to Rothschilds the full amount of the notes which he had indorsed, enough to cover the indorsements.

Q. In what manner did it appear that those accounts against Leroux & Max Schott were settled?

A. They were settled by notes, as I have stated before.

Q. Running how long?

A. A long time; some of them as long as a year.

Q. Did you see any of them?

A. Yes; Sigmond Rothschilds shewed them to me in his office on the same day on which Sam. Schott was turned out by the U. S. marshal.

Q. Do you remember the amount of these notes?

A. No, sir; but Rothschilds took a package out of the safe & says, "Here are the notes from Leroux & Max Schott to Schott & Feibish."

Q. What was the whole amount?

A. I'm not positive; about $15,000 or $16,000.

Q. Have you seen these notes at any other time?

A. No, sir; there were several gentlemen in there when he shewed them.

Q. Do you know whether Samuel Schott was in New York before the failure?

A. Yes, sir.

Q. Did he purchase goods there?

A. He tried to.

233 By Mr. McDonnell: Do you know that personally?

A. Yes, sir.

Q. Were you there?

A. No, sir; but I saw goods going through here on the train.

By Mr. Perkins:

Q. On your examination of this book of Schott & Feibish, Ex. A, did it appear that they had bought some goods in February?

A. Yes, sir.

Q. And in March?

A. I don't think it did.

Q. Bought some in Buffalo?

A. Yes; of Bisberger & Wile.

Q. When did you last see Schott in Rochester prior to his failure in 1878?

A. I saw him on the train from New York.

Q. What time of the year?

A. In the spring of 1878.

Q. How long before the failure?

A. I think about 5 or 6 weeks before.

Q. Were the charges made in this book (Ex. A) to Leroux & Co. made in lumps?

A. It appears so on the book.

Q. Gross charges & not detailed items?

A. Yes, sir.

Q. Where is the cash-book you found there?

A. At our store.

Q. Can you state the amount shewn by these books which Schott & Feibish sold by retail between Nov'r & March up to the time the assignment was made?

A. Yes; about $21,000.

Q. At retail?

A. Yes, sir.

234 Q. That is outside of the shipments to Leroux & Max Schott?

A. Yes, sir.

Q. Are you testifying now to what the books shew?

A. Yes, sir.

(Objected to as incompetent.)

Q. What amount was drawn by Schott & Feibish for their private account as shewn by the book?

(Same objection.)

A. I don't remember; I think it was about $4,000 between the two.

Q. What the appearance of these books when you examined them in March, 1878?

A. They looked very new.

Q. Did they appear to have been long in use?

A. No, sir.

Q. How long have you kept books?

A. About 8 or 9 years.

Q. How long would you say these books had been in use, judging from their appearance in March, 1878?

A. Not longer than a few weeks.

Q. What period did they purport to cover?

A. About 4 months' time, November to March.

Q. Did you find any sales books with these books in March?

A. No, sir.

Q. What is a sales book?

A. A book in which a detailed account is kept of all sales, & to whom sold.

Q. You found no such book there?

A. No, sir; I asked the assignee for it, & he told me hadn't any.

235 Q. Did you find it afterwards?

A. No, sir.

Q. You had charge of the goods you bought from the assignee?

A. Yes, sir; until the sale to Garson.

Q. Were any sold until the sale to Garson?

A. No, sir.

Q. Nor any taken away?

A. No, sir.

Q. How long did you keep them after they came to Rochester before selling to Garson?

A. About 3 months, I think.

Q. You didn't sell any at retail?

A. No, sir; we made endeavors to sell all the time.

Q. You rented this store to keep them in?

A. Yes; so they could be shown unpacked, assorted, & fixed up.

Q. Were they kept there all the time till you found a customer?

A. Yes, sir.

Q. Did you have bids from other parties?

A. Yes; for less amounts.

Q. This bid of Garson's was the highest you received?

A. Yes, sir.

Q. Did you examine the goods that came here from the store of Schott & Feibish?

A. Yes, sir.

Q. Any inventory taken of those goods?

A. No, sir; inventories were taken of the other three stocks.

Q. What was the quality of goods that came from Schott & Feibish?

A. Mostly old goods; shabby-looking goods.

Q. How did they compare in quality with the goods from Bay City & Saginaw stores?

236 Very poorly; they were a kind of leavings.

Q. Did you find any new goods among the goods from Schott & Feibish' store?

A. A very small portion only.

Recross-examined by Mr. McDonnell:

Q. You say the goods sold by Schott & Feibish to Leroux & Co. were sold in lumps?

A. Yes, sir.

Q. At different dates and by different invoices?

A. Yes, sir.

Q. On what page of Ex. A do you find their account?

A. Page 57.

Q. Have you any objection to the stenographer making a copy of that account and attaching it to your testimony?

A. Not at all.

Q. And the same with Max Schott's account?

A. Yes, sir; on page 52.

Q. Are the goods from Schott & Feibish' store included in the inventory in the aggregate of $23,000?

A. Yes, sir; the 4 stocks were sold for that sum.

Q. Were not only three stocks sold for that?

A. No, sir; all four.

Q. What was each stock sold for?

A. We didn't sell them separate.

Q. What was the inventory of the Bay City stock?

A. About $8,000?

Q. How much the Saginaw stock?

A. I can't say; I think it was smaller; I think the three aggregate about $21,000.

237 Q. That would leave about $2,000 for the Schott & Feibish stock?

A. Yes, sir.

Q. How much was that stock inventoried at by the U. S. marshal in Detroit?

A. About $5,000.

Q. You reduced them here to about $2,000.

A. No, sir; I didn't. We sold the four stocks for $23,000.

Q. You inventoried 3 stocks at $21,000?

A. Yes, but you can't sell goods like those at what they are inventoried at.

Q. You sold this Schott & Feibish stock at about 30% of its value?

A. No, sir; I don't say so. We thought $23,000 for the 4 stocks a good price.

Cross-examined by Mr. De F. Paine:

Q. Lichtenstein says that the Saginaw stock inventoried about $7,244, the Bay City stock, $8,041.20, & the Smith stock, $6,584, making a total of $21,800, so that if you sold the total for $23,000, you practically sold the Schott & Feibish stock for $2,300?

A. No, sir.

Q. Why not?

A. Because to make a sale of these stocks we had to make some reduction from their value, otherwise we couldn't have sold them.

Q. You sold them at about a sacrifice of about $4,000 from what you considered their value?

A. Yes, sir.

Q. Who was with you & Schott in New York when he made those representations?

A. Mr. Buchman, of the firm of Rindskopf & Co; nobody else.

238 Q. Who was present when you asked Feibish for the books in Detroit?

A. Mr. Michaels; no one else that I remember.

Q. Who was present when Sigmond Rothschild shewed you the notes of Max Schott & Leroux & Co., & J. W. Smith & Co.?

A. Henry Michaels, Ferdinand Hays, Mr. Perkins, & Samuel Schott; that is all I remember.

Recess till 2 p. m.

After recess same parties appear.

Cross-examination of Mr. Bernard Rothschild resumed by Mr. McDonnell:

Q. Give the dates & amounts of the extra notes you received in addition to the compromise notes?

A. 1 for $596.28, dated Nov'r 19th, 1877, at 4 months; another of same date & amount at 6 months; another at same date & amount at 9 months, & a 4th of same date & amount at 12 months.

Cross-examined by Mr. Paine:

Q. What other creditors of Schott & Feibish got other notes besides those indorsed by Sigmond Rothschild?

A. I don't know of any except Michaels; I presume there were others, but can't swear to it.

Q. Didn't the firm in New York City get them?

A. I was told so.

Q. How many to & what amount?

239 A. I don't know; I only heard that they got notes; that Rindskopf got some extra notes & and several other parties.

Sworn & taken on the 16th day of September, A. D. 1879, & read over to the witness, & by him subscribed this 24th day of September, A. D. 1879, in my presence & before me.

[L. S.] J. D. HUSBANDS,

United States Circuit Court Commissioner in & for said Northern District of New York.

240 J. P. LEROUX & CO., BAY CITY. [51.]

'77.					'77.				
Nov.	15	To journal............	2	2,805 40	Nov.	23	By journal............	6	12 00
"	16	" "	"	80 50	Dec.	14	....	13	905 63
"	19	" "	4	1,159 03				"	5,584 49
"	20	" "	"	329 97					
"	22	" "	5	47 45					
"	24	" "	6	803 65					
"	26	" "	7	223 40					
"	27	" "	"	276 40					
Dec.	3	" "	9	170 77					
"	5	" "	10	141 75					
"	6	" "	11	129 50					
"	10	" "	12	136 00					
				6,502 12					6,502 12
"	17	" "	14	46 50		21	By journal............	14	40 00
					'78.				
"	21	" "	15	146 00	Feb.	10	" "	17	500 50
					"	"	" "	"	650 00
'78.						31	" "	21	631 25
Jan.	4	" "	18	400 "	Feb.	16	" "	26	633 40
"	9	" "	19	631 25		15	" "	"	752 33
"	10	" "	"	650 "	M'ch	2	" "	28	2,087 28
Feb.	12	" "	25	752 33					5,264 71
"	15	" "	26	592 75					
"	18	" "	27	1,656 23					
"	27	" "	27	431 00					
				5,251 06					

241 M. SCHOTT, EAST SAGINAW. [52.]

'77.					'77.				
Nov.	14	To journal p...........	1	2,673 40	Nov.	16	By journal p...........	1	124 00
"	15	" "	1	180 50		29	" "	8	2,799 90
"	19	" "	3	1,443 05	Dec.	4	" "	9	4,241 19
"	20	" "	3	128 75			To balance..................		388 15
"	21	" "	4	147 65					
"	"	" "	4	75 90					
"	22	" "	5	253 65					
"	26	" "	7	1,194 14					
"	26	" "	"	677 65					
"	27	" "	"	320 40					
"	28	" "	8	39 75					
Dec.	1	" "	9	112 75					
"	4	" "	"	127 90					
"	10	" "	10	107 75					
				7,483 28					7,483 28
'78.					'78.				
Jan.		To balance..................		388 15					
"	31	" journal p...........	21	738 "	Jan.	31	By journal p...........	22	738 00
"	"	....	"	339 00	"	"	" "	"	339 "
Feb.	12	....	25	209 95	"	"	" "	"	338 15
"	"	....	"	281 55	Feb.	14	" "	25	281 55
"	15	....	"	523 51	"	21	" "	26	395 75
"	16	....	"	77 75	"	22	" "	27	523 51
"	20	....	26	108 25					
M'ch	4	....	28	250 00					

242 *Rudolph Lichtenstein recalled.*

RUDOLPH LICHTENSTEIN, recalled for cross-examination, testified as follows:

Cross-examined by MR. DE F. PAINE:

Q. Examine the book Ex. A, & tell me in whose handwriting the accounts are.

A. I should say the majority are in the handwriting of Samuel Schott.

There are some that are not his. The headings on pages 51, 53, 54, 56, & 58 are something like Feibish's. The rest of the writing on those pages is in Samuel Schott's handwriting, in my opinion.

Q. Are you familiar with his writing?

A. I have seen him write frequently, also Feibish.

Q. Feibish called your attention to his writing?

A. No, sir; he called my attention to the book, & I looked at it & said you are a fine penman, Feibish.

Q. Are you perfectly familiar with the handwriting of Samuel Schott?

A. I could not swear to it.

Q. Whose writing is this on p. 38?

A. The lower part of it looks like Schott's.

Q. Whose is the heading?

A. I don't know.

Q. Does it look like Feibish'?

A. No, sir.

Q. Does it look like Samuel Schott's?

A. I never saw him make a capital letter; only saw him do this small kind of writing.

Q. Before dinner you examined this book?

A. Only p. 53.

243 Q. Didn't you then say the writing was Feibish'?

A. I didn't testify so on oath; it is a couple of years since I saw him write, & I couldn't swear to any writing on the book.

Q. Since you testified before dinner, have you conversed with any one on the subject?

A. No, sir.

R. LICHTENSTEIN.

Sworn & taken on the 17th day of Sept'r, A. D. 1879, and read over in my presence to the witness & by him subscribed in my presence, & before me this 24th day of September, 1879.

[L. S.] J. D. HUSBANDS,
U. S. Circuit Court Commissioner in & for said Northern District of New York.

244 [8 wit.] *Isaac Sloman.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

ISAAC SLOMAN, of Rochester, in said county of Monroe, in the northern district of New York, being of full age, & having been by me duly cautioned & sworn to testify the truth, the whole truth, & nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose & testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for the complainants:

Q. You live in Rochester?

A. Yes, sir.

Q. What business were you in in 1877 & 1878?

A. Wholesale clothing.

Q. You are one of the creditors of Schott & Feibish?

A. Yes, sir.

Q. Did you sell them any goods before their first failure?

A. Yes, sir.

Q. To what amount?

A. I don't recollect.

Q. Who made that sale?

A. Mr. Rothschild, of Detroit, an agent of mine.

Q. Did you sell that firm any goods after the composition in the summer of 1877.

A. Yes; we sold them a bill of goods, not in their name, before the composition was made; it was for cash.

Q. Were the goods delivered afterwards?

245 A. I believe so; then after that I sold to them directly.

Q. To what amount?

A. About $3,000.

Q. On what time?

A. 4 months.

Q. Ever been paid anything?

A. No, sir.

Q. Were you at Schott & Feibish' store before their failure?

A. No, sir; after the failure.

Q. Were the goods which you sold first after the composition delivered to Sigmond Rothschild?

A. Yes, sir.

Q. And charged to him?

A. Yes, sir.

Q. And by him delivered to Schott & Feibish?

A. I can't say as to that.

Q. Did you see any of the goods you sent to Sigmond Rothschild among the goods brought here from Detroit by the marshal?

(Objected to as irrelevant.)

A. I did.

Q. Do you remember the amount of goods you sent to Rothschild?

A. About $800.

Q. Did he pay for those goods?

A. He did.

Q. You & Bernard Rothschild bought the goods taken possession of by the assignee?

A. Yes, sir; for $23,000.

Q. Did you examine the goods at Detroit?

A. No, sir; I saw the inventory that the assignee had.

Q. Did you see the goods when they were brought here?

A. I did; the marshal brought them.

Q. Were they in separate parcels?

246 A. Yes; he put them on different floors of the store Rothschild & I rented for them.

Q. Was any part of them disposed of in any way before they were sold to Garson?

A. No, sir; he bought them all.

Q. How long was that after they arrived?

A. Some time; we tried to sell them to different parties, but couldn't; he was the highest bidder for them.

Q. Did you examine those goods?

A. I did.

Q. You have been in the clothing business how long?

A. 30 years.

Q. Were you familiar with the prices of those goods at that time?

A. Yes, sir.

Q. What was the value of the goods sold to Garson, in your judgment?

A. I think he paid full value for them when he paid $23,000; we tried to get more for them, but couldn't, so we had to accept that.

Cross-examined by Mr. McDonnell:

Q. Your claim against Schott & Feibish was settled by notes indorsed by Sigmond Rothschild?

A. Yes, sir.

Q. To what extent?

A. I think about $1,400.

Q. Did you receive anything else?

A. Not at all; nothing except the composition.

Q. How were these goods paid for that were brought to Rochester?

A. By cash. I advanced the money myself, but I bought them in conjunction with Rothschild.

247 Q. Were they sold to Garson on time or for cash?

A. Half for cash & half on time.

Q. At the same price you paid for them?

A. Yes, sir.

Q. Did you pay cash to the U. S. marshal?

A. I believe it was sent to the assignee. I gave Rothschild the money. He showed me a receipt. I think it was from the assignee.

Q. Who was the assignee?

A. I believe Hudson.

Q. Where did he live?

A. In Detroit.

Q. You say you advanced the money to Rothschilds. When did you do that?

A. As soon as the goods came on.

Q. Was that before they were sold by the marshal?

A. Rothschild took the money & paid it to the assignee or marshal, I don't know which.

Q. How much did you advance?

A. The whole of it.

Q. Rothschild didn't advance any.

A. No, sir.

Q. You & he bought them together?

A. Yes; but I paid for them & he didn't.

Q. Did you loan it to him?

A. I don't know whether it was a loan. I believe I charged him with interest, but I don't know whether I did or not.

Q. Did Garson pay the notes?

A. Yes, sir.

Q. What did he do with the goods?

A. I can't say. I presume he sold part.

Q. Were they not sold for less than their inventoried value?

248 A. I don't know. I know what we paid for them & that we tried to sell them to the *the* best advantage, & that was the best price we could get.

Q. Are you in the habit of selling goods that way here?

A. Yes, sir; bankrupt stock.

Q. Isn't bankrupts' stock as good as any other stock?

A. No, sir; about 6 weeks ago I bought $30,000 of bankrupt stock for my son all in a lump.

Q. Is it not a fact that you buy goods cheaper that way than their real value?

Q. Sometimes we do; sometimes we don't make anything by the speculation. In this instance we didn't. I wouldn't give the same price for the goods over again.

Q. Were they in style or out of style?

A. A great many in style & a great many out of style.

Q. Did you buy them from the United States officials?

A. I couldn't say without referring to my books.

Q. How long did you keep them before you sold them?

A. All of 3 months.

Q. Retail any of them?

A. No, sir.

Q. Where were they kept?

A. In a store.

Q. Opened out?

A. Yes, sir.

Q. Were the goods from Schott and Feibish's store sold with the rest?

A. Yes, sir.

Q. How did those goods compare with the others?

249 A. I can't say. I didn't examine so close as that. There were some goods among them that I had sold to a party on Lake Superior 9 years ago—to Schott's brother.

Q. When did you sell this stock?

A. I can't state without referring to my books. I think in the summer.

Cross-examined by Mr. Paine:

Q. If in summer would that stock bring as high a price as in the fall?

A. Certainly; there was a good many summer & spring goods among them.

Q. About what proportion?

A. I don't recollect.

Q. Were they not mostly winter goods?

A. No, sir.

Q. Sure about that?

A. Yes, sir.

Q. If winter goods, & sold in summer, they would bring less than if sold in the fall?

A. No, sir; not a dollar.

Q. If you sell summer goods in the winter, do they bring as high a price as if sold in the spring?

A. It depends upon how they are bought. I have bought spring, summer, winter & fall goods at once.

Q. Can you answer the question?

A. If I go to work in the regular way, I buy as I go along; I buy spring goods in spring & fall goods in the fall.

Q. I am talking about purchases like this one.

A. The only way I make purchases like this is of bankrupt stock.

Q. Suppose you bought a bankrupt stock of winter goods in the
250 fall, would you not pay higher for them than in the spring?

A. I can't tell you.

Q. Can you answer that question any different from that?

A. No, sir; as a general thing I don't think a bankrupt's stock would bring more.

On reading the testimony of this witness to him on this 24th day of September, A. D. 1879, he says I desire to correct so much of this testimony as is contained in my answer to the question of Mr. McDonnell, how were these goods paid for that were brought to Rochester? My answer was, "By cash; I advanced the money myself." I correct this by saying that notes were given for the goods signed by the Rochester creditors of Schott & Feibish, on which the money was raised in New York; at the maturity of these notes I advanced the money & paid them. It was in this way that I advanced the money myself.

ISAAC M. SLOWMAN.

Sworn & taken on the 17th day of September, A. D. 1879, and read over to the witness, & as corrected by him subscribed this 24th day of September, A. D. 1879, in my presence & before me.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in & for said
Northern District of New York.

251 *Herman Rosenberg.*

NORTHERN DISTRICT OF NEW YORK,
County of Monro, ess:

HERMAN ROSENBERG, of Rochester, in said county of Monroe, in the northern district of New York, being of full age, and having been by me duly cautioned & sworn to testify the truth, the whole truth & nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose and say as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for complainants:

Q. You live in this city?

A. Yes, sir.

Q. What is your business?

A. Wholesale clothing.

Q. In that business in 1877 & 1878?

A. Yes, sir.

Q. Member of what firm?

A. At that time the firm was Kolb, Rosenberg & Co.; it is now Rosenberg, Buhler & Bloom.

Q. Did you sell goods to the firm of Schott & Feibish?

A. My partner did.

Q. When?

A. A few months before their failure the last time.

Q. To what amount?

A. About $1,000.

Q. Any part of it been paid?

A. No, sir.

Q. You were not in Detroit yourself?

A. No, sir.

Q. Did you see the goods that came from Detroit?

A. Yes; I was one of the appraisers.

Q. What stocks did you appraise?

A. We went clear through the stocks that came from the different stores.

252 Q. How much time was given to that appraisal?

A. It took 3 or 4 days, I think.

Q. How many assisted?

A. Lichtenstein, myself, Mr. Michaels, & another young man—I don't remember his name.

Q. Was the appraisal taken with care?

A. Yes, sir; we went from one lot to another.

Q. Were you familiar with the market price of such goods at that time?

A. Yes, sir.

Q. Were these goods appraised at the market price?

A. They appraised it higher than I would pay for it; I thought it was appraised at full value.

Q. Did you see any of your goods among this stock?

A. I did.

Q. In which of the stocks?

A. I can't remember; I think I saw some in each stock.

H. ROSENBERG.

Sworn & taken on the 17th day of September, A. D. 1879, and read over to the witness & subscribed by him in my presence and before me this 1st day of October, A. D. 1879.

[L. S.] J. D. HUSBANDS,

United States Circuit Court Commissioner in & for said Northern District of New York.

253 *Meyer Dinkenspeil.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

MEYER DINKENSPEIL, of Rochester, in said county of Monroe, in the northern district of New York, being of full age, and having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose and testify as follows; that is to say:

Direct examination by Mr. S. BRECK PERKINS, of counsel for the complainants:

Q. You live in this city?

A. Yes, sir.

Q. In what business?

A. Wholesale clothing.

Q. Member of what firm?

A. Cauffman & Dinkelspeil.

Q. Were you member of that firm in 1877 & 1878?

A. Yes, sir.

Q. You know the firm of Schott & Feibish?

A. Yes, sir; I have met Schott; I never knew Feibish.

Q. Do you know Leroux & Max Schott?

A. Not at that time. I have seen Leroux since that time.

Q. Did your firm sell Schott & Feibish any goods prior to their failure in 1877?

A. Yes, sir; that spring.

Q. To what amount?

254 A. About $1,700 in all, I think; about $900 to Schott & Co. of Saginaw; & the rest to Schott & Feibish, at Detroit.

Q. On 4 months' time?

A. Yes, sir; from April 1st.

Q. Where was the order given?

A. In Detroit, to one of our agents.

Q. Were you in Detroit at the time of the composition?

A. No, sir.

Q. Did your firm sell them any goods after the settlement?

A. Yes; in November.

Q. What amount?

A. Various amounts, aggregating about $3,400.

Q. All sold in November?

A. 2 bills in November & 2 in Dec'r, 1st & 11th.

Q. When were these orders given?

A. At Detroit, the 1st to Mr. Carr, our agent, & the 2nd to Cauffman.

Q. Were you there at any time?

A. No, sir; never on business; I was there last spring.

Q. Did you see these goods that came here from Detroit in charge of the marshal?

A. Yes, sir; I assisted in the inventory.

Q. Did you examine the goods?

A. I looked through them; made no particular examination.

Q. See any of your own goods among them?

A. Yes, a good many; I can't say how many; some had our tickets on and some had our ticket & another one.

Q. In what stocks did you find yours?

255 A. In the stocks the marshal said were from Bay City & Saginaw. Some had the original ticket on and some another ticket.

Q. What kind of ticket?

A. Plain ticket.

Q. You are familiar with the price of such goods?

A. Yes, sir.

Q. What was the value of such stock, in your judgment?

A. It struck me at that time I wouldn't pay $20,000 for it; that is what I told my partner after I assisted in the inventory.

Q. It didn't exceed that, to your knowledge?
A. No, sir.

Cross-examined by Mr. PAINE:

Q. Were the goods you sold to Schott & Co., of Saginaw, charged to them?
A. Yes, sir.
Q. Who constituted the firm of Schott & Co.?
A. Sam. Schott & Feibish, as I understood.
Q. Who told you so?
A. Mr. Cauffman & Mr. Carr.
Q. That is the way you got the understanding?
A. Yes, sir.
Q. When you took the notes of Schott & Feibish you released Schott & Co. from their indebtedness to you?
A. Yes, sir; it was all included in the same settlement.
Q. You didn't take any consideration from the Saginaw firm at all?
A. No, sir; I think not; but I'm not positive about that.

MYER DINKELSPEIL.

Sworn & taken on the 17th day of Sept'r, 1879, and read over to the witness, and by him subscribed this 24th day of September, A. D. 1879, in my presence & before me.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in & for the said Northern District of New York.

256 *Elias Straus.*

NORTHERN DISTRICT OF NEW YORK,
County of Monroe, ss:

ELIAS STRAUSS, of Rochester, in said county of Monroe, in the northern district of New York, being of full age, and having been by me duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and being carefully examined in the said cause pending in the said court as aforesaid, doth depose & testify as follows, that is to say:

Direct examination by Mr. J. BRECK PERKINS, of counsel for said complainants:

Q. You live in this city?
A. Yes, sir.
Q. In what business?
A. Wholesale clothing.
Q. And were in 1877 & 1878?
A. Yes, sir.
Q. Member of any firm?
A. Strauss, Moore & Beir.
Q. That was your firm in 1877 & 1878?
A. Yes, sir.
Q. Do you know the members of the firm of Schott & Feibish?
A. I do.
Q. Do you know Max Schott & J. P. Leroux?

A. I do.

Q. Did your firm sell any goods to Schott & Feibish before their suspension in the summer of 1877?

A. Yes; in the spring of that year we sold them about $600 worth.

257 Q. That claim was included in their composition?

A. Yes, sir.

A. Yes, sir.

Q. Did you sell any goods to Schott & Feibish 'sequently?

A. Yes; not as Strauss, More & Beir, but as Cauffman, Strauss & Co. which was the old firm.

Q. You were a member of that firm at that time?

A. Yes, sir.

Q. When did you sell any goods to Schott & Feibish again after their first failure?

A. Some time in November, 1877—between the 1st & 15th.

Q. To what amount?

A. About $2,100 all told.

Q. Sold on what time?

A. 4 months.

Q. Any part of it been paid?

A. No, sir.

Q. Where was the sale made?

A. At Detroit.

Q. Whom did you see when you first came to Detroit?

A. I saw Feibish; he told me Schott was out in Saginaw, looking after the stores in Saginaw, & Bay City, & wouldn't return till evening or next morning.

(Conversation objected to as incompetent and immaterial.)

Q. Any other conversation?

(Same objection.)

A. I asked him if he would like to look at my goods; he said no; he would rather have Schott look at them.

Q. When & where did you see Schott?

A. Next day at his store.

Q. Have any conversation with him?

(Same objection as last.)

A. I asked him if he wanted any goods in our line; he said he
258 wanted some fine goods for his stores in Bay City & Saginaw, and
if I had such he would come up and look at them; after a few minutes; he came up to the hotel, looked at the goods, & bought some; after the sale, I told him I didn't wish to sell on the regular time. I'd rather sell on 3 months or 60 days. He said it wouldn't look well for him to buy goods that way on discount; I had known him so long, & he had just failed, & it would look bad on the face of it to buy on short time. So I dated the bill at 4 months.

Q. Did you notice what amount of stock there was in the store at that time?

A. I couldn't tell exactly, because the goods were all piled up hurley burley, & goods were just coming in. I should guess there was in the neighborhood of $15,000 to $20,000 worth.

Q. Did you see any goods packed up while you were there?

A. Yes. In the back part of the yard there was a colored man there packing; and the clerks would say to him these go to Bay City; these go to Saginaw. I saw that both days.

Q. Was Schott there then?

A. Sam'l Schott was.

Q. Did he give any directions about them?

A. He would go back of the counter & say, these go to the Bay
259 City store, & the darkey would take them and pack them in the
boxes then. There was furnishing goods paxed that day, & ready-made clothing the day before.

Q. Did you see any account kept of these gooes?

A. No, sir; they were put in the boxes without any ceremony.

Q. Did you see any marks put on the boxes?

A. No, sir.

Q. Did you see several boxes packed?

A. Yes, sir.

Q. Did you have any other conversation with Schott or Feibish at this time?

A. I think not.

Q. Did you go to Bay City or Saginaw at this time?

A. I think so, but I'm not positive.

Q. See Leroux or Max Schott at that time?

A. No, sir.

Q. Were you there again before their failure?

A. Yes; 3 or 4 days after the sale I was there, & told Schott I had 2 or 3 lots of goods, & if he wished to buy I'd sell them reasonable, & he bought them; that was the 2nd bill.

Q. Any conversation except that?

A. No, sir.

Q. Did you see the books of account of Schott & Feibish?

A. No, sir.

Q. Did you see any goods shipped the second time you were there?

A. Yes, sir; I heard them call out, these goods go to Bay City; these go to Saginaw.

Q. Were you there all day?

A. Yes, sir.

Q. What amount of goods did you see shipped?

A. I can't say several cases.

Q. Any account kept of them?

A. No, sir; not that I saw.

Q. When were you there again?

A. About 60 days afterwards.

260 Q. Did you go to their store?

A. Yes, sir; I went for the purpose of getting some money; I told Schott we were pretty hard up & wanted some money & wanted to sell the notes we took on the first sale, & I offered to put down the paper as low as 75 cents on the dollar. He said it was impossible to let me have any then, but he expected some from his Bay City & Saginaw stores, & when it came he would let us have it; he said he had to use what money he had for some other purposes.

Q. Was it a retail business?

A. Yes, sir.
Q. Not a jobbing store?
A. No, sir.
Q. Any other conversation with him at that time?
A. Nothing particular.
Q. Did you go to Bay City or Saginaw between the first & second failure?
A. No, sir.
Q. Had no conversation with Leroux and Max Schott?
A. No, sir.
Q. Did you ever see them about Schott & Feibish' store?
I didn't; I saw the other brother of Schott there, he was a clark.
Q. Were you there again before or after the failure?
A. No, sir.
Q. Did you see the goods that were brought here in charge of the marshal?
A. No, sir.

Cross-examined by Mr. McDONNELL:

261 Q. Give us the date when you were at Detroit & saw the goods shipped to Bay City & Saginaw?
A. Iv'e not got my books here; I think it was between the 10th & 16th November.
Q. State what you saw or heard with reference to this Bay City store.
A. I asked Feibish where Schott was; he said Schott was absent looking after the Bay City & Saginaw stores, and would be back in the evening or next morning. I asked him if he would like to look at the goods; he said no; he never looked at goods himself; he left that to Schott. Next day I went to the store & Schott had arrived, & I saw them packing goods.
Q. What kind of goods?
A. Clothing & overcoats, & different kinds of goods.
Q. How many overcoats?
A. 3 or 4 cases.
Q. I am speaking of the Bay City store.
A. I saw three or four cases packed; some for the Bay City store & some for the Saginaw store.
Q. How much was packed for the Bay City store?
A. I can't say.
Q. What kind of goods?
A. Overcoats.
Q. How many?
A. I can't say.
Q. A couple?
A. A couple of dozen.
Q. What kind of fabric?
A. I didn't examine them at all.
Q. What house did they come from?
A. I didn't notice that.
Q. Wouldn't your attention naturally be called to that?
262 A. Not to men's goods; if it had been boys' I might.

Q. You say you are sure some overcoats were shipped to Bay City?

A. Yes, sir.

Q. You can't tell how many?

A. No, sir; there was more than 2 dozen.

Q. You swear positively they were sent from Schott & Feibish's store to the Bay City store?

A. Yes, sir.

Q. Were they put into a case with other goods?

A. Yes, sir.

Q. What other goods?

A. Different kinds of suits.

Q. Men's & boys' mixed together?

A. I suppose so.

Q. Did they keep any memorandum of these goods?

A. They didn't keep any while I was there.

Q. Can you swear that at the time of the shipping of these goods no invoice went in due course of mail?

A. Of course I couldn't do that.

Q. Who owned or were the proprietors of the Bay City store on the 10' Nov'r, 1877?

A. The store was known as J. P. Leroux's, but I thought it was Schott & Feibish'.

Q. What made you think so?

A. From the remarks of Mr. Schott.

Q. Is that the only way?

A. Yes, sir.

Q. Did you ever hear Leroux or Max Schott say so?

A. No, sir.

Q. Are you prepared from what other people tell you to swear as to the ownership of stores?

A. I swear to what they tell me; I took Samuel Schott's word for it.

263 Cross-examined by Mr. PAINE:

Q. Who was present when Schott told you he was expecting money from Bay City & Saginaw?

A. Feibish sat behind the desk; there was nobody else.

Q. Where were you & Schott.

A. We stood in front of the desk.

Q. Could Feibish hear the conversation?

A. If he wanted to he could hear it very well.

Q. Do you pretend to give the language he used; did he say his stores?

A. Yes, sir.

Q. This was in January, 1878?

A. Yes, sir.

Q. Have you related that conversation to any one since?

A. I related it to my partner when I got home.

Q. When was that?

A. In January.

Q. Have you from that time till to day?

A. No, sir.

Q. What impresses that conversation on your memory?

A. Because I went to see Schott to get rid of the notes. I was afraid then that they would fail.

Q. Did you observe the goods going to Saginaw any more minutely than you did those going to Bay City?

A. No, sir; they were shipped at the same time.

Q. Your observation was general as to both places?

A. Yes, sir.

Q. You didn't see the goods marked?

A. No, sir.

Q. You didn't see any memorandum kept?

A. No, sir.

Q. You don't know whether it was kept or not?

A. No, sir.

264 Q. Was any boys' clothing shipped at the same time?

A. No, sir; all men's clothing.

Q. How long were you observing them?

A. 3 or 4 hours.

Q. Watching them all that time?

A. I had nothing else to do; I was waiting for Schott to come?

Q. Were they not shipping goods to other places at that time?

A. They were not.

Q. How do you know?

A. Because I didn't hear any other places called.

Q. Where were they being packed.

A. In the back part of the store.

Q. Were you there?

A. Yes, sir.

Q. What were you doing there?

A. Simply seeing how they shipped goods. I was standing round like any business man who was waiting to sell goods.

Q. Did you pay attention to where the goods were going?

A. I heard them call out the places.

Q. Did you hear any mention of Max Schott or Leroux?

A. No, sir.

Cross-examined by Mr. McDONNELL:

Q. Were you creditors of Schott & Feibish before their first failure?

A. Yes, sir.

Q. To what extent?

A. About $600.

Q. You received 35 cents on the dollar?

A. Yes, sir.

Q. How?

A. By indorsed notes.

Q. Did your firm inform itself as to the assets of Schott & Feibish before accepting the compromise?

265 A. No, sir; we were told the assets wouldn't pay more.

Q. What assets were referred to, as you understood it?

A. I suppose in all the 3 stores.

Q. Who went into liquidation at that time?

A. Schott & Feibish.

Q. Any other person?

A. Not that I know of.

Q. What goods were involved in that liquidation?

A. I don't know; I didn't pay much attention to it, as our claim was so small.

Q. You call $600 a small claim?

A. Yes, sir.

Q. Do you know where the houses were located that went into liquidation at that time?

A. I do not.

Q. Was it the Detroit house & the East Saginaw house?

A. I can't tell; I didn't trouble myself about it.

Q. You simply took paper for 35 cents on the dollar, & went on & sold the same parties goods again?

A. Yes, sir.

Q. Don't you remember it was the Detroit & East Saginaw houses that failed?

A. I don't know; Mr. Michaels said he had called a meeting of creditors & had looked into their affairs & advised we should settle, & we signed the papers like all merchants generally do.

Q. Did you ever hear that the Bay City house failed?

A. No, sir; but I supposed all the while that all 3 failed.

Q. Your transactions were directly with Schott & Feibish?

A. Yes, sir.

Q. Do you know who composed the Saginaw firm?

266 A. I didn't recognize anybody but Schott & Feibish.

Q. What connection had Max Schott with that firm?

A. I suppose he had some share of the profits.

Q. Is that all you know about that?

A. Yes, sir.

Redirect examination by Mr. PERKINS:

Q. During those hours you were in the store & these goods were being packed, you didn't see any account kept of the goods?

A. No, sir; I saw them put into the cases & heard them call them out.

Q. & when the cases were packed you saw no memorandum made?

A. No, sir; whether they did afterwards I don't know.

ELIAS STRAUSS.

Sworn and taken on the 17th day of September, A. D. 1870, and read over to the witness and by him subscribed in my presence & before me this 1st day of October, A. D. 1879.

[L. S.] J. D. HUSBANDS,

United States Circuit Court Commissioner in & for said Northern District of New York.

267 The circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, AS ASSIGNEE IN BANKRUPTCY
of Schott & Feibish, and Salmon S. Mathews,
Miron Bunnel, and Horace Becker, comp'ts,
vs.
JOSEPH LEROUX AND MAX SCHOTT, DEF'TS.

UNITED STATES OF AMERICA,
Northern District of New York,
Monroe County, City of Rochester, ss:

I, Joseph D. Husbands, a commissioner appointed by the circuit court
of the United States for the said northern district of New York, in the
second circuit, under & by virtue of the act of Congress entitled "An act
for the more convenient taking of affidavits and bail in civil causes
depending in the United States," passed February 20th, A. D. 1812, and other
acts of Congress relating to the said office, do hereby certify that on the
15th day of September, A. D. 1879, and on the 16th & 17th days of said
month, pursuant to the notice hereto annexed, I was attended at my office,
in Rochester aforesaid, by the said complainants above named, by
268 their counsel Mr. J. Breck Perkins, and by the said defendants, the
said Joseph Leroux appearing by Mr. Archibald McDonnell, his
solicitor & counsel, and the said Max Schott by Mr. DeForest Paine, his
solicitor & counsel in the cause aforesaid, and by the witnesses produced by
the said complainants pursuant to such notice in said cause. And such
witnesses were and each was by me carefully cautioned & sworn or affirmed
to testify the truth, the whole truth, & nothing but the truth, and were
carefully examined in the said cause; and their several depositions were
reduced to writing in the manner agreed on and provided for in the
foregoing annexed stipulation, in the presence of the counsel of the said parties,
as appears in the depositions and proceedings hereto annexed, and from
the statements of the said witnesses severally made on oath or solemn
affirmation, before me & in my presence, and after carefully reading the same
to the said witnesses respectively, they severally & each subscribed the
same in my presence, except Marcus Michaels, whose signature is wanting;
the said solicitors & counsel consenting to such reading in my presence,
and signatures and jurats to be signed officially by me, and not themselves
or either choosing to attend the same; & each and all said solicitors &
counsel expressly waiving such attendance and requesting me to
269, 270 proceed without it or in their absence, & the absence of the parties,
and the same is carefully done accordingly, at my offices in the
caption of said depositions mentioned.

And I do further certify that I am not of counsel or attorney for either or any of the parties in the said caption and deposition mentioned, or in any way interested in the event of the said cause.

In testimony whereof I have hereunto set my hand & affixed my official seal, at the city of Rochester aforesaid, this 2nd day of October, A. D. 1879, and of the Independence of the United States the one hundred and fourth.

[L. S.] J. D. HUSBANDS,
United States Circuit Court Commissioner in & for the
said Northern District of New York.

271, 272 DEPOSITIONS FOR COMPLAINANTS.

Circuit court of the United States for the eastern district of Michigan.

JOSEPH L. HUDSON, ASS'NEE, ET AL.
vs.
JOSEPH LEROUX AND MAX SCHOTT.

Mr. H. C. Wisner, sol'r for comp'ts; Messrs. McDonnell & Mann & Paine, sol'rs for respondents.

DETROIT, MICH., 1879.

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273 *Horace R. Hallock.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE, ET AL.
vs.
JOSEPH LEROUX & MAX SCHOTT.

Testimony taken before Addison Mandell, commissioner, at Detroit, Michigan, October 24th, 1879, at 10 o'clock a. m.

Appearances: Mr. A. C. Wisner, for the complainants; Messrs. McDonald & Mann and Paine, for the defendants.

HORACE R. HALLOCK, sworn on behalf of complainant.

Examined by Mr. WISNER:

Q. What is your business?

A. Clothing.

Q. What is the name of your firm?

A. H. Hallock & Co.

Q. Wholesale or retail?

A. Retailers.

Q. How long have you been in business in this city?

A. The firm has been established some 40 years; I have been connected with it some 18 years.

Q. Were you engaged in that business in the fall of 1877 & spring of 1878?

A. Yes, sir.

Q. Did you know the firm of Schott & Feibish doing business in this city?

A. Yes, sir.

Q. Do you know where their place of business was?

A. On Woodward ave.; I think it was about where the Weiss' are; I have forgotten the number.

Q. Between what streets?

A. Between Jefferson & Larned.

274 Q. During that time, from the first of November until March, did you know where their business was—their store?

A. Well, my impression was it was on Woodward ave.

Q. You don't know the number?

A. I could not say the number; I think it is the store where Mr. Weiss is now.

Q. Do you recollect when they moved from their store on Woodward ave.?

A. No, sir; I don't know.

Q. Do you know what kind of business they were doing?

A. Yes, sir; from the competition I came in with them—being in the same line—I judged they were doing a retail trade.

Q. Do you know what character their business was according to the general repute, their general business repute, in the city of Detroit?

A. Well, they were supposed to be retailers the same as the rest of us. We came in competition with them every day in selling goods.

Q. Did they have a wholesale reputation?

A. Not to my knowledge.

Q. Were you doing any jobbing business?

A. We were doing a small jobbing trade in connection with our retail trade at that time; in fact, we had a man on the road, but he never came in competition with them.

Q. If they had been doing a wholesale business would you have been likely to have known it?

A. I think so.

Q. Why do you think so?

A. Because we knew all the firms engaged here in jobbing trade, and would have had some expression from some of our customers we

275 were jobbing goods to at the same time if they were jobbers.

Q. Can a firm do a wholesale trade in a city like Detroit without other wholesale dealers knowing it?

(Objected to as incompetent.)

Q. What is the custom of business in that regard?

A. I should not think they could.

(Objected to as incompetent.)

We could not very well do a jobbing trade without it being known, I think.

Q. Could other houses without your knowing, or without it being generally known, according to the custom of business?

(Same objection.)

A. There might be such a thing. I don't think it could be done.

Cross-examination by Mr. McDonnell:

Q. Do you mean to say it would be a matter of impossibility for a retail house in Detroit to do a jobbing business and not be known?

A. No; I don't say it is a matter of impossibility. I say it might be done, but I should not think it could be without its being known.

Q. Did you have a wholesale reputation—repute as a wholesale house?

Q. We did in a small way.

Q. How do you know that?

A. Why, in the goods we were selling.

Q. Is that the only way you know?

A. Our customers would testify to that.

Q. How do you know that?

A. I suppose that would be the case or we would not sell them goods; our books show that.

Q. You don't know what they would testify in regard to that?

A. Of course our books would show also.

Q. Are you willing to swear to it?

A. Yes, sir.

Q. Are you willing to assume that the house of Schott & Feibish did not do a wholesale business?

276 A. No, sir. I don't say anything of the kind; I say it would be impossible, to the best of my knowledge; coming in contact with them, my impression was they were retailers; I could not swear they did not do a wholesale business.

Redirect examination:

Q. What you mean to say is, that according to the wholesale custom they did not repute as wholesalers?

A. No, sir; not as far as my knowledge goes.

277 *Samuel Heavenrich.*

Samuel Heavenrich sworn on behalf of complainant.

Examined by Mr. Wisner:

Q, You reside here in the city of Detroit?

A. I do.

Q. In what business are you engaged?

A. Wholesale clothing business.

Q. Were you engaged in that business here in the winter of 1877–'8?

A. Yes, sir.

Q. Your firm is Heavenrich Bros., on Jefferson ave.?

A. Yes, sir.

Q. How long have you been engaged in business here?

A. Since 1862; about 17 years.

Q. Did you know the firm of Schott & Feibish, formerly doing business in this city?

A. Yes, sir; I did.

Q. Did you know that firm from the 1st of November, 1877, to the first of March, 1878?

A. Yes, sir.

Q. Did you know what was the character of their business during that time as to being wholesale or retail?

A. As far as my knowledge goes, they were engaged in the retailing clothing business here.

Q. Were they, as far as your knowledge goes, engaged in the wholesale clothing business?

A. Not that I know of, sir.

Q. According to the custom of business, if they had been wholesale dealers during that time, would it have been generally known among wholesale dealers?

(Objected to as incompetent & irrelevant.)

Question read to the witness.

Mr. WISNER. Here in Detroit, I mean, where they were doing business?

A. I presume it would.

Q. Why do you presume so?

(Objected to as leading.)

278 A. I presume so from the fact that we know all the wholesale clothing houses in the city, & Schott & Feibish were not counted among them.

Q. Did you during that time sell Schott & Feibish any goods; did your house?

A. I would not be positive unless I referred to my book. We did sell them goods, but I don't know whether we sold them between the dates you have stated here or not; I could tell by referring to our books.

Q. Do you know where their place of business was on Woodward avenue?

A. Yes, sir.

Q. Between what streets?

A. When they started there?

Q. No; between November & March—November, 1877, and March, 1878; that is, just before they were put into bankruptcy.

A. Their business was at that time in the Mabley Block; that is, the Russel House block, on Woodward ave., between Congress street and the Russel House.

Q. Were you ever in that store while they were there?

A. I think I was; yes, sir.

Q. Do you recollect the size of it? Was it a large or small store?

A. The size of the store was probably 20 x 100.

Q. Do you recollect how the counters & shelves were arranged?

A. Like ordinary stores.

Q. What kind of stores, ordinary wholesale or retail stores?

A. Well, there were counters & shelves in the store.

Q. Was the stock of goods in that store arranged like a retail or wholesale store?

A. I could not answer that.

(Sig'd) SAMUEL HEAVENRICH.

No cross-examination.

279 *Joseph L. Hudson.*

JOSEPH L. HUDSON sworn on behalf of complainants:

Examined by Mr. WISNER:

Q. You are one of the complainants in this case?

A. Yes, sir.

Q. And the assignee of Schott & Feibish?

A. Yes, sir.

Q. In the winter of 1877–'8, were you engaged in business here in Detroit?

A. Yes, sir.

Q. What was your business?

A. Clothing.

Q. Where?

A. C. R. Mabley's.

Q. Where is that situated?

A. 124, 126, 128, 130, 132, 134 Woodward ave.

Q. What kind of business?

A. Retail clothing business.

Q. During that time did you know of the firm of Schott & Feibish?

A. Yes, sir.

Q. Where was their business?

A. Two or three doors below us.

Q. Were you in their store during that time?

A. I was there about that time, about the time they failed.

Q. What was the size of that store as near as you can give it?

A. I should think about 20 × 80 or 100; no; I should not think it was 100, 20 × 80 or 90.

Q. Was it a large or small store?

A. For the retail clothing business?

Q. For the clothing business?

A. It was a small store for Detroit.

Q. Do you know what during that period was the general business repute of Schott & Feibish as to the character of business they carried on?

A. They were retail clothiers.

Q. Do you know, I asked you?

A. I know that was their repute; yes, sir.

280 Q. Did they have any reputation among the clothing merchants of Detroit as wholesale clothiers?

A. No, sir.

Cross-examination Mr. McDonald:

Q. You don't assume to swear for other clothing merchants than yourself. You don't assume to swear for other clothing merchants as to the reputation of Schott & Feibish, do you?

A. Well, I assume to swear to what was their general repute.

Q. You understood the question of counsel*l* as to whether they had any reputation among clothing houses of Detroit? You are simply giving your own knowledge. Do you know what repute they had with other people?

A. I know they had no repute as wholesale clothing merchants.

Q. How do you know it?

A. I have talked with several.

Q. Who did you talk with?

A. Mr. Heavenmorth.

Q. When?

A. Within a few days.

Q. Recently?

A. Yes, sir.

Q. What did you do that for?

A. Well, I wanted to find out his opinion.

Q. So you could swear to it?

A. No, sir.

Q. What for, then?

A. I wanted to know what his opinion was.

Q. So you was to be guided by it?

A. No, sir.

Q. Why then?

A. I simply wanted to know what his opinion was.

Q. What was your object?

A. I wanted his information.

Q. Are you in the habit of doing such things as that, inquiring of brother merchants as to the repute of houses?

281 A. Not in the habit of it; I sometimes do it.

Q. Do you know whether Schott & Feibish ever furnished any goods to outside stores during 1877–'8?

A. Do I know whether they did?

A. Yes, sir.

A. I am satisfied they did.

Q. In what way?

A. As branch stores.

Q. In doing that did they not pack the goods up as wholesale houses do, and ship them in that way?

A. As far as boxing and shipping was concerned, they did.

Q. Did all houses in the city do that way?

A. They did not all have branch stores; we have.

Q. Is it necessary for them to have branch stores for that?

A. They can do it without branch stores.

Q. Is it not customary in this city & State for small houses to do a small jobbing business?

A. For small retail houses.

Q. Is it ever done here in Detroit?

Q. Retail houses to job goods?

Q. Yes, sir.

A. Yes, sir.

Q. To furnish & supply small customers in the country—a few?

A. I don't think so; I don't think there is a retail clothing house in Detroit that has a regular wholesale custom.

Q. I did not say regular.

A. You said to supply a customer.

Q. To supply them partially, then?

A. I don't believe there is; we don't do it.

Q. Your opinion is influenced by the custom of your own house?

A. No, sir.

Q. In what way, then?

A. By the way business is done.

282 Q. Do you mean to say there is no retail house in Detroit that is not in the habit of selling goods now and then to retail houses in the country?

A. No, sir; I don't say that.

Redirect examination:

Q. If retail houses in Detroit do a jobbing business, isn't it generally known as a wholesale house in Detroit?

A. Yes, sir; could not help being generally known.

Q. Could they do it openly and in a general way without its being known?

A. No; I think not; in fact I am sure it could not.

Q. Are you acquainted with all the wholesale clothiers in Detroit—the business houses?

A. Yes, sir.

Q. Were you during those months from the first of November, 1877, to March, 1878?

A. Yes, sir; I was acquainted with all of them—some member of every concern; I think, in fact I'm positive, I was acquainted with some member of every concern.

Q. Was your firm during that time a subscriber to any of the mercantile reports like "Bradstreet's" or "Dunn's."

A. I think we subscribed to Bradstreet's; I am not sure whether we had it just at that time or not; we are now; I am not positive whether we were at that time or not.

Q. Do you know what report Bradstreet's agency made as to Schott & Feibish at that time?

283 (Objected to as incompetent.)

A. I don't know from having seen the book.

Q. What was their report—

(Same objection.)

Q. Of Schott & Feibish at that time among business men?

Q. Do you mean how they reported them in their book?

Q. Yes.

A. I have not seen their book.

Q. I did not ask you how the book was. How did they report them?

A. Reported them as retail merchants.

(Same objection.)

Q. Did they report them as wholesale merchants?

A. They did not.

Q. Do you know how R. J. Dunn reported them?

(Same objection.)

A. I know what Mr. Minchue said.

Q. Who is he?

A. Their agent.

Q. Of whom?

A. R. J. Dunn.

Q. What did he say?

(Same objection.)

A. Said they were retailers.

Q. What are those institutions, mercantile agencies?

A. They are an association gotten up for the sake of obtaining information of business men throughout the country, to report it to their subscribers.

Cross-examination:

Q. Suppose a house in Detroit here, a retail clothing house, had a branch store at East Saginaw that the Detroit house was in the habit of supplying, not wholly but partially?

A. Yes, sir.

Q. Would that necessarily give the Detroit house a wholesale reputation?

A. No, sir.

284 Mr. WISNER. I offer in evidence in this case *case* the files in the bankrupt case against Schott & Feibish & Schott & Co., No. 1287 of the files of the district court; also the files in bankruptcy against Schott & Feibish, No. 1390; the files and records in each of these cases; also the files and records of this court in the cause of Joseph L. Hudson et al. vs. Max Schott, in equity, No. 2405.

Mr. McDONALD. I object to each and every one of them as incompetent and wholly irrelevant and immaterial.

Salmon S. Mathews.

ALMARON S. MATHEWS sworn on behalf of complainant.

Examined by Mr. WISNER:

Q. You are a deputy marshal of this district, I believe?

A. Yes, sir.

Q. Do you recollect the occasion of the seizure of a stock of goods in Bay City, Saginaw, & Detroit, claimed to belong to the estate of Schott & Feibish, bankrupts?

A. Yes, sir; I recollect the occasion.

Q. Do you recollect when those goods were brought to Detroit?

A. I could not tell you the precise day.

Q. I don't want the date; do you recollect the circumstance?

A. Yes, sir.

285 Q. Will you go on and state what was done in regard to the keeping of those stocks separate from the time they were inventoried here until they were deliveried to the parties in Rochester, N. Y., and what you had to do with it? Just explain the whole thing.

A. I know of the stocks as they arrived here; the stocks seized here, two different stocks, were kept separate in the cases they were packed in in the different places; also the stocks that came from Saginaw & Bay City, each was kept separate and opened for the appraisal; one stock opened and put back into the cases they came from, then another one opened and each case kept separate during the transaction; they were all kept in the same warehouse here where they were boxed; they were all strapped and stamped, and those cases when they were transferred from here to Rochester I went with them or went and received them, opened the cases there, verified the stamps and marks on them, and am well satisfied they were not any of them changed, because they could not well be in transit; the stamp' were all intact when they were opened.

Q. Did you open the goods in Rochester?

A. Yes, sir.

Q. What did you do with them?

A. I opened them; they were appraised there.

286 Q. Do you recollect who were present when they were opened there?

A. I have the names in the inventory and appraisal. I cannot recollect the names any further than as the appraiser signed it after they got through. I don't recollect the names now.

Q. Where is the appraisal?

A. The appraisal, I think, is in the safe in the marshal's office.

Q. Won't you see if you can learn the names?

A. Mr. Mussey, the book-keeper, is away. He has the key to that department and I can't get it to-day.

Q. Do you know Bernard Rothschild?

A. Yes, sir.

Q. Was he present when the goods were opened?

A. Yes, sir.

Q. Do you know Henry Michaels?

A. Yes, sir.

Q. Was he present?

A. Yes, sir.

Q. Ferdinand Hayes?

A. Yes, sir; I don't wish to be understood they were present all the time, because I was there a week inventor'ing those goods, and I can't say they were in the room all the time themselves; each stock was kept by itself in a four story building; each stock opened and kept separate.

Q. And were they in that condition to each other when you delivered them to the parties?

A. Yes, sir.

Cross-examination by Mr. McDonnald:

Q. Was each stock inventoried by itself?

A. Yes, sir.

287 Q. Do you remember the amount of the inventory?

A. I don't now.

Q. Is Rochester a place where they manufacture that class of goods?

A. I think that the goods, some of them, were manufactured there. I know they manufacture quite extensively there.

Q. You know they manufacture wholesale clothing there?

A. Yes, sir.

Q. And do a wholesale business?

A. Yes, sir; I suppose they do a wholesale business there. I am not very well posted in the kind of business they do there.

Q. Where were these goods kept?

Q. This stock?

A. Yes, sir.

A. They were kept on Mills street. I cannot give the number.

Q. Who furnished the store?

A. I think the store belonged to or was rented. I think Mr. Strauss had the store.

Q. One of the complainants in this suit?

A. No, sir; I think not. I think not.

Q. Who rented the store?

A. I don't know.

Q. Where is it located; was it on one of the wholesale streets or on one of the side streets?

A. I think it was where they do a large manufacturing business. I think one of the wholesale stores.

Q. Do you know anything about the sale of those goods?

A. No, sir.

Q. You were not there at the time?

A. No, sir.

Q. Do you know whether they were sold here or there?

A. I don't.

Q. Do you know when they were taken then?

A. No, sir; I left them in the store when I came away.

288 *Christopher R. Mabley.*

Christopher R. Mabley sworn on behalf of complainants:

Examined by Mr. Wisner:

Q. What is your business?

A. Clothing business, sir; clothing, gent's furnishing, hats and caps.

Q. How long have you been in that business here in Detroit?

A. Between 9 & 10 years.

Q. Where is your business located?

A. On Woodward ave.

Q. What kind of business do you do, wholesale or retail?

A. Retail.

Q. Did you know the firm of Schott & Feibish, formerly doing business in the city of Detroit?

A. Yes, sir.

Q. Do you recollect where their place of business was?

A. Yes, sir.

Q. Where was it?

A. I could not tell the number. I think it was 176. It was near the corner of Woodward and Jefferson.

Q. Do you recollect where they moved from that place further up the avenue?

A. No; I don't recollect where they moved the store. I think it was about four doors from the corner. I don't recollect where they did move.

Q. Do you recollect the circumstances of their moving up towards your store?

A. I have lost track of that.

Q. Do you know where Mueller's store is now?

A. Yes, sir.

Q. Do you recollect of their doing business there?

A. O, yes; yes, I do now; yes, sir.

Q. Where is that store situated?

289 A. That is—one, two—it is the second store from our hat store.

Q. The second store below yours?

A. Yes, sir; I had forgot about that.

Q. Do you recollect the circumstances of their being put into bankruptcy in the spring of 1878?

A. Yes, sir; I remember *that* of their being put into bankruptcy.

Q. Do you know, from general report among clothing merchants in the city of Detroit, what is the character of their business, as to their being wholesale or retail from the 1st of November, 1877, up to the time they were put into bankruptcy?

A. From the time they came to Detroit, I always understood it to be retail.

Q. Did you ever hear of their doing a wholesale business?

A. No, sir.

Q. Had they been wholesale merchants, according to the custom of the trade, would you have been likely to have known it?

A. Yes, sir.

Q. Could a firm get that general custom of the trade of being wholesale merchants without all other merchants knowing it?

A. N'; I don't think it, sir.

Q. Was the store they occupied on Woodward ave., just below you, a large or small store?

A. A small store; about 18 feet, I think, by 90 or 100 feet deep.

Cross-examination by Mr. McDONALD:

Q. Could not a retail store in this city furnish goods to an outside store, a country store, that is, partially furnish them, without having the reputation of a wholesale house?

290 A. I presume a man might furnish his own store without any thing being known about it.

Q. Could do it for a number of months?

A. It might be so; might hear they had a store in the country, or might not.

Q. It would be just as easy to acquire their reputation by furnishing a branch store in the country as to sell to any other store in the country. A reputation of that kind could be as easily obtained one way as another?

A. You mean they could sell outside as well as have a store in the country?

Q. I mean to say the reputation of a house doing a jobbing business?

A. If they did a jobbing business, we should know it.

Q. Do you mean to say you know every house in the city which does a jobbing business?

A. Yes, sir; I think I know every one.

Q. Might not this house have sold goods to a house in Saginaw or Bay City, that is furnish partially, and yet not acquire a wholesale reputation?

A. I suppose they could sell goods to suit themselves for that; yes, sir.

Q. You mean as a general rule?

A. When a house is generally doing a wholesale business, it would be generally known in the business community.

Complainant rests.

291 *Jacob Rosenstock.*

JOSEPH L. HUDSON, ASSIGNEE,
vs.
MAX SCHOTT & J. P. LEROUX.

SATURDAY, *October 4th*, 1879.

H. C. Wisner appears for complainants; De Forest Paine appears for the defendants.

JACOB ROSENSTOCK sworn in behalf of the complainant.

Q. Did you know the firm of Schott & Feibish, doing business in this city, from the 1st day of November, 1877, to the time or about the middle of March, 1878?
A. Yes, sir.
Q. What was their business?
A. Wholesaling and retailing clothing and gents' furnishing goods.
Q. Were you employed by them?
A. I was.
Q. In what capacity?
A: As salesman.
Q. During that entire time?
A. Yes, sir.
Q. During all that time?
A. Yes, sir; I could not give the exact dates.
Q. Were you there until they went out of business?
A. Until they went out of the business; until the sheriff closed them out I was with them.
Q. Were you in their employ before November?
A. I was.
Q. How long?
A. I was with them altogether about three years.
Q. Do you know when they commenced business here in Detroit; do you recollect the circumstance?
A. I do remember very distinctly.
292 Q. How long after that did you go into their employ?
A. I helped to open one of the first cases opened by the house in Detroit.
Q. Then you did start with them?
A. Yes, sir.
Q. And continued with them until they closed up business?
A. Continued until they closed up business.
Q. Do you recollect the time they made their composition when they went into bankruptcy in November, '77?
A. I remember of their going into composition, but the dates I don't know.
Q. In the fall of '77?
A. It was in the fall of the year, I think.
Q. From that time until they broke up in business entirely, when they made their assignment to Freund, where did they do business?
A. They were 120 Woodward ave.

Q. Where is that store situated; between what streets?

A. Crongress & Russell House.

Q. On which side of Woodward ave.?

A. On the east side.

Q. How much of that building did they occupy?

. The first floor and the basement, or cellar; it was no basement.

Q. How long did they occupy the cellar of that store?

A. During the time they were there.

Q. Did you go with them into that store?

A. I did.

Q. What is the width of that store on the 1st floor?

A. Well, I should judge about 20 feet, or hardly; pretty short 20 feet.

Q. How long is it?

293 A. About 90, eighty-five to 90; something like that.

Q. What is the size of the cellar?

A. Just the same as the first floor.

Q. What was kept in the cellar?

A. Nothing but empty cases and old boards.

Q. Were there any goods kept in the cellar?

(Defendants' counsel objects to all this testimony as incompetent & irrelevant.)

A. No, sir.

Q. Where did they keep their goods?

(Same objection.)

A. On the first floor; that was the only floor they had to keep goods.

Q. How were these goods kept; in what condition were they?

(Same objection.)

A. They were distributed on the shelves and counters.

Q. Were there any goods kept in the cases in that store?

A. Hats sometimes; that is when we hadn't room to put them on the shelves; we did not put them on the shelves until we got it.

Q. The cases were opened, and you sold from the opened cases the hats you could not put up?

A. The goods we could not put away.

Q. You say you kept hats sometimes in the open cases?

A. At times we kept them in cases; it would depend on whether we had room to put them on the shelves.

Q. When you had open cases did you sell from the cases?

A. We never had anything to do with the selling at wholesale.

294 Q. I did not ask about that; I will come to that presently; I am talking about the retail trade now. When you kept goods in the cases, were the cases opened?

A. That I don't remember, whether the cases were opened or not.

(Defendants' counsel renews the objection to all the testimony.)

Q. Did Schott & Feibish have any other place of business at that time than the one on Woodward avenue?

A. I don't know of any other place of business.

Q. Did you know the house of Schott & Co. at East Saginaw?

A. I knew of them.

Q. Who composed that house?

A. I don't know.

Q. Did you know the house of J. P. Leroux & Co., of Bay City?

A. I knew of them.

Q. Who composed the house?

A. That I don't know either.

Q. Were you in the habit at the store of shipping goods to these two houses?

A. We were.

Q. How often did you ship goods to these two houses?

A. At different times, no particular times.

Q. Will you go on and state how they were shipped, how they were picked out?

A. I never took particular notice how they were shipped or picked out any different than what we have been in the habit of shipping them for other places; goods were picked out and shipped & inventoried and packed, picked out from the stock.

Q. Were you in the habit of taking goods out of the stock, packing them, and sending them to these houses?

A. Yes, sir.

295 Q. Were you not in the habit of sending goods directly from the store that had not been unpacked to these houses?

A. No, sir.

Q. Never?

A. Never.

Q. Was it not your custom in that store upon receiving consignments of goods from the East during all the time from November, '77, until the middle of March, '78, to open the cases and take out perhaps a few pieces and send the rest off to Bay City or Saginaw?

A. No, sir.

Q. You say you did not know anything about the wholesale trade?

A. We never attended to it except when we had orders to pick out goods we packed them, inventoried & packed them.

Q. Did you have anything to do with the wholesale trade?

A. Nothing more than that. I never sold any goods at wholesale myself.

Q. Do you recollect selling goods received from Eastern houses during these months from November until March; do you recollect goods coming to the store of Schott & Feibish here during the months of November, December, January, & February?

A. I remember seeing goods come there.

Q. Where were these goods put when they came?

A. Those that we had room for were unpacked; we unpacked them and put them in stock, sometimes on the shelves and sometimes on the counters; sometimes under the counters.

296 Q. And where did you put those you did not have room to unpack?

A. Left them in the cases.

Q. Where did you put the cases?

A. Rolled them into the store until we got room to unpack them.

Q. Until you sold out enough to give you room to unpack them?

A. Yes, sir.

Q. You say that store was eighty by nineteen feet wide?

A. As near as I can judge.

Q. And you did not keep any goods in the cellar?

A. Not any goods in the cellar.

Q. How fast did goods come in during these months from the East?

A. I don't remember how fast.

Q. You don't remember?

A. Sometimes we would be rushed with goods coming in, others days there would not be any.

Q. When you were rushed with goods. What do you mean by being rushed with goods?

A. When there would be 5 or 6 or 8 cases coming in at a time.

Q. What did you do with these cases?

A. We unpacked all of them we could, the same as we did before.

Q. What did you do with those you did not unpack?

A. Put in under the counter or on the floor until we sold enough to give room for them, or other goods were shipped away.

Q. Shipped away to where?

A. To Saginaw & Bay City, to Leroux & Co. and Schott & Feibish.

Q. Why were they shipped there?

A. They were sold, I suppose.

297 Q. Were they shipped before they were put in stock?

A. If we put them under the counter, if we wanted to ship them in bulk they were checked from the bills; they never had them out of the cases.

Q. And some were shipped to Bay City & some to Saginaw?

A. Some were shipped to Bay City and some to Saginaw.

Q. How soon after they arrived were they so shipped?

A. That would depend on circumstances.

Q. Sometimes immediately?

A. I cannot say.

Q. You were pushed for room, were you not?

A. Sometimes we were; sometimes not.

Q. How was it generally?

A. Generally.

Q. And you shipped the goods on these occasions as fast as they came in; did you have orders for them?

A. I don't know whether we received orders or not; I did not attend to the correspondence at all.

Q. I did not suppose you knew that; I want to know what was done with the goods.

A. Those that were kept in Detroit was all I know of.

Q. Didn't you keep any track of those that were not put in stock? Don't you know that they were shipped to Bay City and Saginaw?

A. I know some were shipped to Bay City & Saginaw.

Q. Where else did you ship goods?

A. Those were the only places I remember.

Q. From that store?

A. From that store that I remember.

298 Q. Then, so far as you remember, the Bay City & Saginaw houses were the only wholesale customers Schott & Feibish had?

A. At that time.

Q. Did you stay with Schott & Feibish until they turned over their goods to their common-law assignee, Freund?

A. Yes, sir.

Q. Do you know the general condition of the stock at the time when he took possession?

A. Yes, sir.

Q. Will you state what was done with the better class of goods that Schott & Feibish received?

A. I never noticed any distinction made between the goods at all.

Q. You did not notice any difference between those turned over to Freund & those they had bought?

A. I did not.

Q. Were you there when the goods were opened?

A. Yes, sir.

Q. Are Schott & Feibish indebted to you for your services?

A. They are.

Q. Have you proved your claim in bankruptcy?

A. I have not.

Q. Have they promised you that you should be paid for your services?

(Defendants' counsel renews his objection to the testimony as incompetent and irrelevant.)

Q. Have they ever promised you you should be paid?

A. They did not directly.

299 Q. Did they indirectly?

A. Others said we would not lose anything; we would not lose our salary; we would get it undoubtedly.

Q. You say they did not promise it to you directly; did they indirectly?

A. We had the promise that our salary would come in time.

(All this testimony is objected to by defendants' counsel as incompetent and irrelevant, and also on the ground that counsel cannot cross-examine or throw suspicion on the testimony of his own witness by any such examination.)

Q. Who made that promise?

A. Mr. Rothschild.

Q. Sigmond Rothschild?

A. Yes, sir.

Q. What did he say to you about it?

A. That we would get our salery; that he thought Schott & Feibish would pay our salery; that we would not lose anything.

Q. Did he ask you to prove your claim?

A. No, sir.

Q. Did he say anything to you about proving your claim?

A. No, sir.

Q. How did he come to tell you that?

A. I don't know.

Q. When did he tell you that?

A. I don't remember; after the store was closed.

Q. Have they paid you any of it?

A. No, sir. It was a very small amount; somewheres about $15. I can afford to lose it.

Q. You had rather have it?

A. Yes, sir; certainly.

Q. And you talked with Schott & Feibish about giving testimony in this case?

(Same objection.)

A. Not that I remember.

300 Q. You do not pretend to say that if you had you would not remember.

(Same objection.)

A. I don't remember of this time of speaking of it.

Q. Have you talked with either Schott or Feibish of your giving testimony in this case?

A. No, sir.

Q. Have you talked with Griffin & Dickinson about your giving testimony in this case?

A. Nothing more than I showed them the subpœna I got this morning.

Q. You went right over there, I suppose?

A. Not directly.

Q. Soon after?

A. Yes, sir.

Q. Did you tell Mr. Griffin what you were going to swear to, or Mr. Dickinson?

A. No, sir.

Q. Did you talk over what you were going to swear to?

A. No, sir.

Q. Why did you go over to Griffin & Dickinson's office with that subpœna?

Q. I went over to know what it was for.

Q. Couldn't you read it?

A. Yes, sir.

Q. Did you understand it?

A. I understood it was a subpœna; that was about all I knew.

Q. Then you knew what it was for?

A. I knew it was to appear here.

Q. Then you went over to Griffin & Dickinson's office to find out something you already knew?

A. I suppose that was it; I don't know.

(Defendants' counsel renew their objection to the testimony as incompetent and irrelevant.)

301 Q. Have you talked with any one about what you were going to swear to in this case?

A. No, sir.

Q. During the months I have referred to did you at any time see Max Schott at your store on Woodward ave.?

A. I don't remember whether he was ever there or not.

Q. You knew him?

A. O, yes, sir; I am personally acquainted with him.

Q. Did you ever see Mr. Leroux there?

A. I don't remember, but I think so; I would not want to swear to anything I'm not positive of; I wouldn't swear positively; I know at different times they were here at Detroit buying goods.

Q. They were here in Detroit buying goods, but you don't remember about their being in Detroit buying goods?

A. At these times I don't remember; my memory is very short.

Cross-examined by Mr. PAINE:

Q. You say that sometimes when the goods were received you took them from the cases and they were checked off and shipped to Leroux & Co. at Bay City and Schott & Co. at Saginaw?

A. Those that we did not want to keep here; those that were, I suppose, bought for that purpose; I don't know what they were shipped for.

Q. Have you any special time in your memory that that was done when you testified in that way?

302 A. No, sir; I haven't any special time.

Q. Was it done more than once?

A. Oh, yes; it was done very frequently. Goods were taken in in the cases and left there until we got time to sort up.

Q. Had you received the previous order from Schott and Leroux to send them the goods?

A. That is something I don't know anything about.

Q. You simply acted as a salesman in the store.

A. As I was directed to.

Q. Schott, of East Saginaw, has purchased goods of Schott & Feibish while you were there?

A. That is what I suppose; goods were shipped there.

Q. Did you say you had or had not seen him in the store?

A. I don't remember whether he was here or not; I have seen him in the store; I remember in '76 seeing him in the store; very often at different times I saw him in Detroit.

Q. What was the store in '76?

A. The same one, No. 120.

Q. There were two stores, weren't there?

A. No. 76 was before they moved to 120; they used to keep at 76.

Q. When did they move up to the other store?

A. It was in May, I think; I cannot give the exact date.

Q. May, '78, was it, or May, '77?

A. It was in '78 they closed them up, wasn't it? February or March, '78? They closed them up in the new store at 120.

Q. So they had moved from 76?

A. Oh; yes; we had moved out of 76 before then.

303 Redirect:

Q. They had moved up to 120?

A. They had moved from number 76 to 120 Woodward avenue.

Q. They did that in the fall of '77, didn't they?

A. It was before their closing; any way before their second bankruptcy matter; before they were closed up by the sheriff.

Mr. PAINE. Schott & Feibish had other wholesale purchasers, hadn't they, than Leroux, of Bay City, and Schott, of Saginaw?

A. From the time they moved into 120 I don't remember any.

Q. Did they at '76?

A. At 76 I remember shipping goods to other different parts of the country.

Mr. WISNER. You don't recollect when they left number 76?

A. No, sir; I do not.

304 *Charles F. Nehls.*

CHARLES F. NEHLS examined in behalf of the complainant.

Examined by Mr. WISNER:

Q. You are now employed with Steinfield & Co., clothing merchants?

A. Yes, sir.

Q. And heretofore you were in the employ of Schott & Feibish?

A. Yes, sir.

Q. How long were you with them?

A. I went with them when they opened the store at No. 76 Woodward ave. and stayed with them until they closed.

Q. Until they made their assignment to Freund?

A. Yes, sir.

Q. Do you recollect the circumstances of their going into bankruptcy in the fall of '77?

A. I know of it.

Q. You recollect that was in the month of November, '77?

A. I cannot say as to the date?

Q. Where were they doing business then?

A. When they went into bankruptcy?

Q. Yes.

A. 76 Woodward ave.

Q. How long did they continue to do business there after that time?

A. I cannot state. I am not positive whether they moved in the month of September, '77; they were closed up in '78; it was either in August or September they moved from 76 to 120.

Q. Then, from the first of November, '77, until they were finally closed up they were in the store number 120 Woodward av.?

A. They were.

Q. Will you give the size of that store?

305 A. I never measured. I think it is 18 by *by* something like 80 or 85 inside measurement. I never measured it; would not be positive about a foot or two in length or width.

Q. How were the shelves & counters arranged?

A. They had rows of shelves on both sides of the store and a counter on each side.

Q. That left an open space in the centre?

A. Yes, sir.

Q. The length of the store?

A. Yes, sir.

Q. Was that space occupied by goods?

A. Well, it was at times when we did not have room, of course, and lots of goods coming in, and you have not time to attend to them or room to put them away; they are put away promiscuously.

Q. Did they keep any goods in the cellar?

A. No, sir; not to my knowledge.

Q. They had no place where they stored goods; no other place except in that store?

A. That is the only place where they did business to my knowledge.

Q. When goods came there from November until March I'm speaking of now.

A. I understand.

Q. What was done with them?

A. I suppose they were sold.

Q. You saw the goods come there?

A. Yes, sir; I did.

Q. Saw the cases opened?

A. Yes, sir.

Q. And the goods taken out?

A. And the goods taken out.

Q. Where were they put?

A. On the counters & shelves and in stock. Sometimes we would not put them directly in stock. We would put them in places around the store; put paper underneath until we got room, and piled them on the floor.

306 Q. How about shipping goods to Bay City & Saginaw?

A. I don't understand.

Q. When goods would come in you would open all the boxes, take out the goods, and check them off?

A. Yes, sir.

Q. And lay on one side goods for Bay City?

A. No; they were all taken out together; they were taken & checked off and put away anywhere, and then at times afterwards after we had leisure time again we would sort up the stock, & keep a certain amount for ourselves sometimes; keep the whole of it; other times divide them up.

Q. You would divide them up & send a portion to Bay City?

A. Yes, sir.

Q. And a portion to East Saginaw?

A. Yes, sir.

Q. Was that the general custom in taking care of goods that came in?

A. It was, more especially in the store, because the store was very small, and we could not put the goods in stock as we wanted to.

Q. You had no room to keep all the goods that came there?

A. I don't as to that. Of course a great many goods can be put away when they are straightened out and sorted more than can be put away in a lump.

Q. I say you hadn't room to keep all the goods that came there consigned to you during these months?

A. I could not state as to that.

Q. You did not keep them?

A. They did not keep them, and what they could keep are two different things.

307 Q. Did you see Max Schott, of Saginaw, in there often?

A. I could not say whether he was there. Of course I remember of him being in the city, but I don't remember any particular time he was there. I would not say he was not down there.

Q. In that store I am speaking of?

A. That is what I mean.

Q. You know him, don't you?

A. I do.

Q. Do you know Mr. Leroux, of Bay City?

A. Yes, sir.

Q. Did you see him in the store?

A. I could not say as to that.

Q. Who else was employed in that store besides yourself & Mr. Rosenstock?

A. A porter we had by the name of Cain Smith; I don't know whether we had a boy at that time or not.

Q. You & Rosenstock were the only salesmen then?

A. Yes, sir.

Q. Do Schott & Feibish owe you for your services?

A. They do.

(Counsel for the defendants interpose an objection to the testimony as incompetent & irrelevant.)

Q. And they have promised you should be paid for your services?

(The same objection, and also on the further ground that counsel cannot cross-examine or impeach his own witness.)

A. I was told by—well, I understood it to be——

Mr. PAINE. You need not tell that.

Mr. WISNER. Counsel has no right to say to you that you need not tell that; he has no right to tell you what you may answer, except that you need not criminate yourself.

308 A. I don't know that I would criminate myself in any way.

Mr. PAINE. I make no direction to the witness.

Mr. WISNER. I so understand you.

Mr. NEHLS. Have Schott & Feibish promised you that you should be paid for your services?

(Same objection.)

A. They did not that I recollect directly.

Q. Did they indirectly?

A. The parties that told me, as I understood it——

Q. Did Mr. Rothschild tell you you should be paid?

A. No, sir.

Q. Mr. Griffin or Dickinson?

A. No, sir; I never had any conversation with either one.

Q. Who did tell you?

A. I don't know as that would be any benefit, because it was Fred. Schott, and I don't know as Mr. Schott told me that; Mr. Schott told me this: I asked him if he thought I would lose my salary; he says, I don't think you will.

Q. Have you talked with Sam. Schott or Mr. Feibish or Mr. Rothschild or Griffin & Dickinson about your getting your pay or having proved your claim?

A. No, sir; I did not.

Q. You know the general condition of that stock when Freund took charge of it?

A. In what way?

Q. As to quality.

A. It was an assorted stock.

Q. Was it a very much run-down stock?

A. Not worse than I have seen it before.

Q. I don't doubt that at all.

309 A. I don't know whether there was any difference particularly.

Q. Was it as good a stock as you had been in the habit of keeping?

A. It was quite late in the season. A good deal of the stock was sold.

Q. If you want to give the reasons for it you may do so afterwards. I desire you to answer my questions first?

A. Well, sir, I could not say; I don't know that there was any difference.

Q. You don't know there was any?

A. No, sir.

CHARLES F. NEHLS.

310 *Protest of counsel for defendant.*

In the circuit court of the United States for the eastern district of Michigan.

JOSEPH L. HUDSON
vs.
MAX SCHOTT & JOSEPH LEROUX.

Appearances: Mr. McDonald & Mr. Dickinson for the defendants; Mr. H. C. Wisner for the plaintiff.

Testimony taken at Detroit, Michigan, Jan. 27th, 1880, at 2 o'clock p. m., before Addison Mandell, commissioner.

MR. DICKINSON. We desire to protest that we do not concede or admit the jurisdiction of this court in this case, which we submit with all due respect and for the purpose of preserving our rights, and we insist that we should not & ought not to be bound to go into the merits of a cause which is properly within the jurisdiction of the State court in an action of tort brought by the defendants in such court, and most respectfully submit that by bringing the action in the State court they have not sought in any manner to interfere with the goods which have been seized by the marshal under the warrant, as by bringing the action in trespass and trover they have waived the question of interference with the said goods.

311 *Joseph Leroux for defence.*

JOSEPH LEROUX, defendant, sworn on his own behalf.

Examined by Mr. McDONELL:

Q. Where do you live?

A. In Bay City.

Q. What is your age?

A. My age is 33.

Q. How long have you lived in Bay City?

A. Seven years in March.

Q. What is your nationality?

A. French—Canadian French.

Q. What business are you engaged in Bay City?

A. Clothing.

Q. How long have you been engaged in that business there?
A. In Bay City it has been seven years.
Q. What is the style of the firm?
A. J. P. Leroux & Co.
Q. How long has the business been carried on under that style & name?
A. Since Nov'r, 1877.
Q. Who composes that firm at the present time?
A. J. P. Leroux—myself.
Q. Who composed it in Nov., 1877?
A. The same firm.
Q. The same parties?
A. The same parties.
Q. When was it that the business was carried on under the firm name of J. P. Leroux & Co.; or when was it that they commenced to carry on the business under that name?
A. Nov. 15th, 1877.
Q. Was the business carried on in Bay City under any other name before that?
A. Yes, sir.
Q. Under what name?
A. Schott & Co.
312 Q. When was the business commenced under the name of Schott & Co. in Bay City?
A. In March, 1873.
Q. Who composed the firm in 1873?
A. Samuel Schott, Max Schott, & J. P. Leroux.
Q. Was there any change made in the members of the firm between that time and Nov., 1877?
A. Yes, sir.
Q. When was that change made in the members of the firm?
A. It was Feb. 14th, 1877.
Q. What was the change?
A. Max Schott bought out Sam. Schott.
Q. You say that in Feb. Max Schott bought out Sam. Schott?
A. Yes, sir.
Q. Where was Max Schott living at that time?
A. East Saginaw.
Q. Where was Samuel living?
A. In Detroit.
Q. Do you know Feibish, of the firm of Schott & Feibish, in Detroit?
A. Yes, sir.
Q. What connection did Feibish have with your business at Bay City?
A. Nothing.
A. No connection; no interest?
A. No connection that I know of.
Q. Will you give us any reason why any change was made in your firm in 1877 from Schott & Co. to Leroux & Co.?
A. After Schott & Co. failed I gave notice to Max Schott. I told him that I did not want the store to go in the name of Schott & Co. any more, as they had failed, and it would injure my credit.
Q. Which Schott & Co. was it that failed?

A. Schott & Co. of East Saginaw.

Q. Did Schott & Co. of Bay City ever fail?

313 A. No, sir.

Q. In the three years you & Max Schott & Sam. Schott were jointly engaged in trade in Bay City, what were the respective interests of the members of the firm in the business?

A. One-third each.

Q. What change was made in the interest after the dissolution of the firm; after Sam. Schott went out of the firm?

A. Max Schott bought out his brother Sam's interest; he had two-thirds, I had one-third.

Q. Was there any change made in the arrangement subsequently?

A. Yes, sir.

Q. What was it?

A. When we changed the name we also changed the firm so that I had a half interest.

Q. You do business & did then on Water street, in Bay City?

A. Yes, sir.

Q. Where were you in the habit of making your purchase of goods?

A. After the change?

Q. Any time; in Bay City, I am speaking generally now.

A. In the first place I used to get my goods through different houses—Schott & Co., of East Saginaw, and I used to buy outside, too, whatever I needed, of course; I bought myself.

Q. That was up to what time that that was the practice?

A. It was up to the time the firm was Schott & Co.?

Mr. Wisner. To the time of the failure?

A. To the time of the first failure.

Mr. McDonell. What failure do you refer to now?

A. Schott & Co., of East Saginaw.

314 Q. You were in the habit of buying goods of Schott & Co.?

A. Used to buy goods of Schott & Co., at East Saginaw.

Q. And also from outside?

A. And also from outside.

Q. After Samuel Schott left the business the business was carried on by Max Schott and yourself; where were you then in the habit of getting your goods?

A. I used to get my goods all over Schott & Feibish, and all over from different parties.

Q. Name some of the different parties who you were in the habit of buying goods of. If you have any memorandum you can refer to it.

A. I have a memoradum from which I can give the names of all the parties I bought of.

Q. Give us the names as near as you can.

A. I bought of I. Solomon, of Rochester; Schloss Bros. *of* Simon, of Detroit; Heineman, Butzel & Co., of Detroit; I. Kauffman, of Detroit; Leibermann & Stein, used to be of Detroit; U. Klink, Martin Meiar, all of Detroit; here, I have got the names in my pocket.

Q. That is enough. What kind of goods did you buy of these people—these different firms?

A. From Solomon it was boys' clothing; Schloss Brothers & Simon, mostly clothing; Heinneman, Butzel, clothing; I. Kauffman, clothing; U. Klink, is trunks; M. Meire, that is trunks. I bought a good many goods outside at the time, too, which I can give the names of also if I refer to my memorandum.

315 Q. Which member of the firm, yourself or Max Schott, was in the habit of making purchases from these different firms?

A. Mostly from the time of the change of name of the firm.

Q. That is, from the time the firm became J. P. Leroux & Co.?

A. Yes, sir.

Q. You were in the habit of making the purchases yourself?

A. Yes, sir.

Q. State if you bought any goods of Schott & Feibish after the firm went under the name of J. P. Leroux & Co.

A. Yes, sir.

Q. Did you buy largely from them?

A. Yes, sir; bought largely from them.

Q. State if you bought from them before they failed the first time.

A. Yes, sir.

Q. Do you recollect when they failed the first time?

A. It was in 1877; the fall of 1877, I guess it was.

Q. Do you remember their failing a second time, in the spring of 1878?

A. Yes.

Q. State if you bought any goods from them between the two failures.

A. Yes, sir.

Q. Who made those purchases of them?

A. Myself, and through orders.

Q. How did the manner of making purchases and getting your invoice from them differ from other creditors?

A. The same thing.

Q. State how you did.

A. I purchased my goods from them; they sent me the bill by mail the same as any other firm.

Q. Did you preserve those invoices?

A. Yes, sir.

316 Q. Have you got those in this book here? (Presents books to witness.)

A. Yes, sir.

Q. What did you do with the invoices after you received them?

A. Gave the firm credit for them in my book.

Q. What did you do with them?

A. Put them in my invoice book in rotation.

Q. Have you that book here?

A. Yes, sir.

Q. What did you bring it here for?

A. For the attorneys to see if they wanted to see it.

Q. So it might be examined?

A. Yes, sir.

Q. Did you make any copy of those invoices?

A. Yes, sir.

Q. Have you got a copy of those with you?

A. Yes, sir.

Q. Produce it, if you please.

(Witness produces paper.)

Q. What does this copy show; is it itemized?

A. Shows the bills, the dates, & the amounts.

Q. Simply the date of the invoices, with the date of each?

A. Yes, sir.

Mr. McDonell. We offer it in evidence. Counsel can have an opportunity to compare it with the original, as we have the book here.

Mr. Wisner. If it is a copy of the original there is no objection to it, I do not think; however you have identified it properly.

Mr. McDonnell. It is a copy as far as the dates and total are concerned.

Mr. Dickinson. In this connection we offer the original invoices,
317 of which Exhibit A A is a copy, for the inspection of the counsel,
and propose to offer them at any hearing that may be had.

Q. Who made out this copy from the original invoice?

A. Myself.

Q. State whether it was a correct copy, so far as you have stated, as to dates and the amount of each invoice in their order.

A. Yes, sir.

Q. Are you acquainted with Bernard Rothschild, of Rochester, New York?

A. I saw him once.

Q. When was it you saw him?

A. 29th day of March, 1878.

Q. Where was it you saw him on that day?

A. In the store when he took all my goods.

Q. When the marshal seized your goods in Bay City?

A. Yes, sir.

Q. What was he doing there?

A. He was with the marshal to seize our stock of clothing.

Did you have a conversation with him on that occasion?

A. A few words.

Q. State what was said by him to you; what was the conversation between you and him?

A. Why, they came in the store; I was at the Frazer House buying goods of another party and they sent for me, and when I came in he introduced himself to me and then introduced me to the marshal, and the
marshal gave me this paper that he had; stated that he had a war-
318 rant to seize my stock; he handed me the paper and told me to go
& see my attorney; so I started to go & when I got about half way
down the store I turned back & said to the marshal, "If there is a law for you to take my goods there is a law for me to get them back," so I had to give him back his paper. Mr. Rothschild said, "Yes, and you might pay dear for it."

Mr. Dickinson. That was Bernard Rothschild?

A. Yes, sir.

Mr. Wisner. You may enter an objection on the part of the complainants to that last testimony as to the conversations between Leroux and some other parties as immaterial and incompetent.

Mr. McDonnell. What conversation, if any, was had between yourself and Bernard Rothschild on that occasion as to the ownership of the stock of goods at Bay City?

A. They said that they thought that that stock of goods belonged to Schott & Feibish.

Q. What did you say to him?

A. I said, "No; it belongs to J. P. Leroux & Co.," and he asked me to go to work and find the goods which I bought from Schott & Feibish; I told him I could not do it, because they were all mixed up together.

Q. How long did he remain there at that time?

A. I should judge, altogether, about two hours and a half in Bay City.

319 Q. State if he remained there while the goods were being inventoried and appraised.

A. No, sir.

Q. How long did it take to inventory the goods and make their appraisment of them?

A. They commenced in the forenoon, a little while before dinner, and they got through in the evening, then on Saturday morning.

Q. When did they commence, did you say?

A. They commenced on Friday, the 29th.

Q. Before dinner?

A. Before dinner, I think, and got through on Saturday morning; they got through shipping the goods—the balance of them that were in the store—Saturday morning.

Q. You say Rothschild left after about two hours?

A. Left East Saginaw.

Q. So he was not present at the completion of the inventory, was he?

A. No, sir.

Q. Do you know Ferdinand Hays, of Rochester?

A. Yes, sir.

Q. State if he was at your store about the 8th of Nov., 1877?

A. He was in Bay City; it was between the 8th and 10th he was there, it is that week.

Q. What was he doing there?

A. He was there selling goods.

Q. Did you have a conversation with him as to your stock of goods at that time?

A. He came in and offered me some goods, and I told him I was not ready to buy.

Q. State if you used this language in a conversation with him,
320 that "Schott does all the buying for this store?"

A. No, sir.

Q. Or words to that effect?

A. No, sir.

Q. State whether in the conversation you used the following language, "Samuel Schott did all the buying for the four stores."

A. No, is.

Q. State if he had any samples of goods there at that time.

A. I don't know; I did not see them.

Q. State whether you saw him in Detroit again, a few days afterwards.

A. No, sir.

Q. Did you order any goods from him at that time?

A. No, sir.

Q. Did you buy any goods from him or from the house of which he is a member?

A. Not that I remember.

Q. Did you authorize Schott & Feibish, of Detroit, to make any purchase of goods from any other house, for the house of T. P. Leroux & Co., of Bay City?

A. No, sir.

Q. Did you ever know that they made any purchase for you—that the house of Schott & Feibish, of Detroit, purchased any goods from the house of which Ferdinand Hays is a member, for your house in Bay City?

A. I don't know anything about it.

Q. State whether in a conversation with Ferdinand Hays, in Detroit,
you used this language, or this language in substance: "That all
321 the stores were one thing and that Schott would do all the buying
for the 4 stores."

A. No, sir.

Q. Did you ever have any conversation with him and use that language, or that in substance?

A. No, sir.

Q. Do you know Lichtenstein?

A. Yes, sir; I know him.

Q. Where does he live?

A. In Rochester.

Q. What firm does he belong to?

A. Levi & Co.

Q. Did you have any conversation with him in Bay City with reference to your stock of goods, or from whom you made your purchase of goods?

A. All the conversation we had he came to my store.

Q. Where was that?

A. At Bay City.

Q. You had a conversation with him at Bay City?

A. At Bay City he came in and offered me some goods, asked me if I wanted some. I told him that I wanted some pants & vests, and then he went on & told me that he had sold big bills to Schott & Feibish, so he asked me if I would not like to look at his samples, and I told him no, that I always had pants & vests from Schott & Feibish, & that I would get them from them.

Q. State whether you purchased them subsequently from Schott & Feibish, the pants & vests that you wanted at that time.

A. The order was sent.

Q. Before that?

A. Before that.

Q. State if in that conversation with him, or any conversation
322 with him at that time, you used this language, "that Schott always
bought the goods for your store, and was doing so at that time or
doing it then."

A. No, sir.

Q. Are you acquainted with Marcus Kauffman, of Rochester?

A. Yes, sir.

Q. How long have you known him?

A. I have known him about 9 or 10 years.

Q. Did you have any conversation with him as to the ownership of the Bay City store of goods in the fall of 1877 or the spring of 1878?

A. Not that I remember.

Q. Don't remember any?

A. No, sir.

Q. What do you know of any goods having been shipped to your store at Bay City by Schott & Feibish, from their store at Detroit, during the fall of 1877 or winter & spring of 1878, without any invoices or counting of them, or any invoice being subsequently sent for the same goods?

A. Do you mean, if I sent them?

Q. Yes; if they sent to you any goods without the invoice, the same goods being sent to you?

A. No, sir.

Q. What do you mean?

A. When I got goods I always got a bill with them.

Q. How are the bills sent to you?

A. By mail.

Q. State if you ever got any goods from Schott & Feibish for which you received no bill or invoices.

A. As I stated before, I have never received any goods unless I got a bill with them.

323 Q. Have you got here a copy of your account; a statement of your account showing the condition of your account with Schott & Feibish up to the time of their second failure? A. Their account.

A. I have got it on that paper now; that is a statement of what I received from them or gave them (referring to Exhibit A A); that is a copy of my book.

Q. Showing your account with them?

A. Yes, sir.

Q. Beginning what time?

A. Nov. 15th, 1877.

Q. Ending when?

A. Feb. some time.

Q. February 27th, 1878?

A. Yes, sir.

Q. State if this statement shows the entire dealings between your firm of J. P. Leroux & Co., of Bay City, and Schott & Feibish, of Detroit, within those dates?

A. Yes, sir.

(Exhibit A A offered in evidence on behalf of defendants, for the purpose of showing the business between them between the date' mentioned.

Objected to unless the books are produced. No objection to the paper on the ground that it is a copy from the books, but the books should be produced.)

Q. What book was this statement taken from?

A. The ledger.

Q. State if the book is used by you in your business in Bay City now?
A. Yes, sir; used every day.
Q. Can't do without it.
A. No, sir.
Q. Who made out that statement?
A. Myself.
Q. State if it is a correct statement.
A. Yes, sir.

324 Q. Do you know anything of the arrangement that was made between Sam. Schott & Max Schott when the firm was dissolved and Sam. left the Bay City business?
A. No, sir.
Q. Do you know anything about it?
A. No.
Q. What, if anything, did Sam. Schott have to do with the Bay City business after that date, February, 1877? What, if anything, did he have to do with the business subsequent to that time?
A. Nothing.
Q. Who had the management and control of the business there subsequent to that?
A. Myself.
Q. What, if anything, did Max Schott have to do with the control of the business subsequent to that time, or the management of it, the Bay City business?
A. Didn't have much to do.
Q. Where was Max Schott living at that time?
A. At East Saginaw.
Q. What was he doing there?
A. Keeping store.
Q. Do you know who were the members of the firm in East Saginaw?
A. There was himself?
Q. How do you know that?
A. That is what I know.
Q. That is what you were informed?
A. That is what I was informed?
Q. More than that you don't know?
A. No.
Q. Do you know what kind of business Schott & Feibish were carrying on here in Detroit during the year 1877; the spring of 1877, and the year 1876?

325 A. They were selling wholesale & retail clothing.
Q. Do you know of any parties who bought from them at Bay City besides yourself?
A. Yes, sir.
Q. Go on and name any person who bought goods of them.
A. I. Pick, of Muskegan, used to buy in Muskegan.
Q. What year was he buying of them?
A. 1875, 1876.
Q. Do you know to what extent he bought from them?
A. No, sir; I don't know anything about it.
Q. How do you know he was dealing with them?
A. He told me so himself.

Mr. WISNER. Pick told you so?

A. Pick.

(Objected to as incompetent.)

Q. Do you know of their furnishing any other store; selling goods to any other store as jobbers?

A. I saw there once a man that was buying goods, but I don't know his name, when I was there.

Q. And when was that?

A. I could not tell exactly.

Q. Can't you tell the date?

A. No; it happened I came there & I saw him buying goods.

Q. At the time Schott & Feibish failed the second time, or the last time I suppose, state if you owed them anything.

A. I did not, not that I know of.

Q. State if the account was closed up.

A. The account was closed up by notes.

Q. Do you know whether those notes were paid that were given for the last goods purchased from them, or not?

326 A. Yes, sir; I paid them.

Q. To whom did you pay them?

A. Paid through the bank.

Q. Do you know into whose hands they went after they were given by you, these notes that you gave for the last purchases you made of them? You closed up the account with notes you tell me.

A. That I don't know.

Mr. DICKINSON. Are there any goods which you ever received from Schott & Feibish for which you did not give your paper?

A. No, sir.

Q. Did you ever get any goods into your house that you did not purchase in the regular course of business with them?

A. No, sir.

Q. Did you ever get a dollar's worth of goods from Schott & Feibish for which you did not give your promissory note?

A. No, sir; always gave them.

Q. Is there one of those promissory notes which you have not paid?

A. There are some not paid, but they have been renewed.

Q. How much is there outstanding that you are carrying at the bank of these notes of Schott & Feibish?

A. I could not tell.

Q. About?

A. Of these notes which I *h*ave to Schott & Feibish?

Q. Yes, sir, of those; about how much?

327 A. I could not tell, unless I go to work and figure up, and see what it is.

Q. Can't you give near the amount?

A. No; I can't go to work & tell any amounts unless I could look at my books.

Q. Have you paid notes from time to time?

A. Yes, sir; and have renewed them when I could not pay them.

Q. Do you know where those notes are; whom they are held by those that have not been paid?

A. I don't know exactly. I can't tell.

Q. When were they presented?

A. Some were presented & some were not.

Q. Were they presented to you for payment?

A. By the banks.

Q. Are they either paid or renewed at the banks when they are presented to you?

A. Some went back without being paid; been returned, and have been protested.

Q. I wish you would make up & show what you have paid, & how much you have paid is outstanding of these notes.

A. That were given to Schott & Feibish?

Q. Yes, sir.

A. Yes, sir.

Q. Will you state whether in the purchase of any goods from Schott & Feibish you purchased them with the understanding or an intent to defraud the creditors of Schott & Feibish in any manner?

A. No, sir.

Q. Or to defraud anybody?

A. No, sir.

Q. Did you know they were selling the goods with intent to defraud?

328 A. No, sir; I did not know it.

Q. Have no reason to believe it?

A. I don't see how I could; I was not there buying goods.

Q. Well, did you have any reason to believe that they were buying goods with intent to cheat and defraud their creditors?

A. I don't exactly understand that; my language is French, & there are some words I can't catch.

Q. Did you have any reason to believe that they were selling you goods with intent to defraud their creditors?

A. No, sir.

Q. You are quite positive?

A. I know that very well; no, sir.

Q. If I understand you correctly then you have either paid the notes, issued for every dollar's worth of goods you have received from them, or your notes are outstanding for them?

A. Yes, sir.

Q. There is not a very considerable amount of notes out, is there, unpaid?

A. No; there are not many out.

Q. Can't you get at the amount about?

A. May be $5,000; I can't say exactly.

Cross-examination Mr. WISNER:

Q. When did you first become acquainted with Max & Sam. Schott?

A. 11 years ago.

Q. Where?

A. At Saginaw.

Q. What business were they in then?

A. Clothing.

Q. Were they together?

A. Yes, sir.

Q. What was your business then?

329 A. Clerking for them.

Q. How long had you been clerking for them?

A. 4 years.

Q. Then you do not mean that you first got acquainted with them when you went to clerking for them?

A. I got acquainted with them in 1859.

Q. At East Saginaw?

A. At East Saginaw.

Q. You were in their employ as clerk?

A. I commenced to work for them as clerk in March, 1869.

Q. How long did you work for them in East Saginaw as clerk?

A. In East Saginaw, three years.

Q. Until March, 1872?

A. I worked one year at Saginaw City for them & then three years at East Saginaw.

Q. How long did you clerk for them altogether, at Saginaw & East Saginaw?

A. Four years.

Q. What salary did you receive from them?

A. Salary? $600 and $800.

Q. For the first year, what salary did you receive?

A. $600.

Q. And how long did that salary continue?

A. I guess about 2 years.

Q. Then for the next three years, what was your salary?

A. No, sir, two years.

Q. Well, for the balance of the time what was your salary?

A. $800.

Q. Did you live with your parents?

A. No, sir.

Q. Did you board?

A. I boarded awhile then got married.

Q. What property did you have when you went to work for Schott & Feibish?

A. Nothing.

330 Q. Did you have any other income than your salary?

A. I had only a few dollars.

Q. About how much?

A. About $100.

Q. That was all you had but your salary?

A. Yes, sir.

Q. When did you got married?

A. I got married in 1870.

Q. Did you keep house when you got married?

A. Yes, sir.

Q. At once?

A. Yes, sir.

Q. What did it cost you a year, as near as you can recollect, to live before you got married, while you were with Schott & Feibish?

A. I don't remember.

Q. How much of the $600 a year did you save?

A. The 1st year I did not save anything.

Q. How much did you save the second year?

A. I don't remember how much I saved the second year.

Q. Then you got married?

A. I got married in 1870; yes, sir.

Q. Well, that was at the end of the second year after you went to Schott & Co.?

A. Yes, sir.

Q. You were receiving then about $800 a year?

A. I received about $800 a year the last year.

Q. How much salary did you receive the first year you were married?

A. I don't remember.

Q. Did you save any of it?

A. Might have, a few dollars.

Q. How much did you save the 4th year, the second year after your marriage?

A. A few dollars. I don't remember.

331 Q. After the expiration of the fourth year of service at Saginaw where did you go?

A. Went to Bay City.

Q. Schott & Co., Max & Sam., then opened a store at Bay City?

A. No, sir.

Q. Didn't they?

A. No, sir.

Q. Why did you go to Bay City?

A. I went there as a partner.

Q. As a partner?

A. Yes, sir.

Q. Sam. and Max & yourself went to Bay City as a firm?

A. Yes, sir.

Q. Under the name of Schott & Co.?

A. Schott & Co.

Q. How much capital did the firm start with?

A. They furnished me the goods.

Q. I did not ask you that. What was the capital stock of that firm when it started?

A. The amount of goods that I had in the store; I think it was about $10,000.

Q. And you were equal partners?

A. We were equal partners in the profits.

Q. Who owned the stock?

A. It was Schott & Co.

Q. Who were the individual owners?

A. Sam. Schott & Max Schott, and I was figured as a partner, as to the receipts, in doing the business.

Q. With an interest in the profits only?

A. Only.

Q. You had no interest in the capital?

A. Not much; a few dollars.

Q. How much did you have?

A. I had about $300.

Q. Then of the $10,000 you owned an interest of $300, and Max & Sam. owned the balance?

A. Owned the balance.

332 Q. And you had an interest of one-third in the profits?

A. Yes, sir; for my work.

Q. Did you have written articles of copartnership?

A. No, sir.

Q. Did Sam. & Max continue the business at East Saginaw?

A. Yes, sir.

Q. Was Sam. in the business here with Schott & Fiebish, in Detroit, at that time?

A. Not at that time.

Q. When did they commence?

A. About 1878.

Q. You continued in that business in Bay City until when, as Schott & Co.?

A. Until November, 1877.

Q. Max & Sam., as Schott & Co., in Saginaw, continued until November, 1877, didn't they?

A. No, sir; Sam. had nothing to do until November, but the firm was Schott & Co. the same.

Q. Sam. Schott had nothing to do with the business at Saginaw?

A. I thought you said Bay City.

Q. No; you misunderstood me. I asked you how long the business in Bay City continued, and you said until November, 1877.

A. As Schott & Co.

Q. Schott & Co., composed of Max & Sam., also continued business until 1877?

A. Sam. & Max Schott; yes, sir.

Q. You had no interest in that business?

A. No, sir.

Q. And from 1875, Sam. Schott & Philip Feibish were in business in Detroit until November, 1877?

A. Yes, sir;

333 Q. In 1875 you say Sam. Schott sold out his interest in Bay City?

A. Not in 1875.

Q. When?

A. 1877.

Q. In Feb'y, 1877?

A. Yes, sir.

Q. What was the capital stock of that firm in Feb., 1877?

A. The stock was about—between $14,000 and $15,000.

Mr. McDonnell. That is the stock he says.

A. That is the stock.

Q. I don't mean the goods; I mean what was the firm worth?

A. What was the firm worth then?

Mr. McDonnell. That is after paying their debts?

A. About $3,000.

Q. Then you owed about $11,000?

A. We owed the balance; yes, sir.

Q. You say Lane sold out to Max Schott?

A. Yes, sir.

Q. What was your interest in that firm when you sold out to Max?

A. I had only one-third the profits.

Q. Your relations then had not changed so far as your partners were concerned?

A. No, sir.

Q. How did Lane sell out to Max?

A. That I don't know.

Q. What did Max pay Lane for his interest?

A. I don't know.

Q. Do you pretend to say that Sam. Schott sold out his entire interest in that firm in which you were a partner to one of the partners, and you knew nothing about it?

A. Yes, sir.

Q. Then you & Max Schott continued the business?

A. Yes, sir.

Q. Until November, 1877?

A. Yes, sir.

Q. Under the firm-name of Schott & Co.?

A. Yes, sir.

Q. And Sam Schott had no interest in it?

A. No, sir.

Q. After Max bought Sam. out, what was your interest in the firm?

A. The same as ever, one-third.

Mr. McDonell. About down to what date?

A. To November, 1877.

334 Q. In November, 1877, how many goods did that firm have?

A. Which firm?

A. Schott & Co., at Bay City.

A. What amount of goods we had?

Q. Yes.

A. I don't exactly remember; I can tell by my books; but I can't remember; I have not got the figures.

Q. Can't you state somewhere near?

Mr. McDonnell. About how many?

A. About 10 or 12 thousand dollars we had then.

Q. How much did you owe?

A. That I don't know.

Q. Can you state somewhere near what you owed?

Mr. Dickinson. Get it, about.

A. About 9 or 10 thousand dollars.

Q. You owed then about as much as you had goods in the store?

A. No, sir; I had about $10,000 or $12,000; I don't remember exactly.

Q. I don't want you to give it exactly, but you ought to be able to give your assets as closely as your debts; you had the management of the business, didn't you?

A. Yes, sir; I had.

Q. The exclusive management of it?

A. Yes, sir.

Q. Will you state how much you owed at that time, as near as you can.

Mr. McDONNELL. That is in November, 1877, when the firm was changed in name.

A. About $8,000 or $9,000; that is the best I can come at now.

Q. In what condition was your indebtedness?

A. A part in notes, a part in bills.

Mr. McDONNELL. Open accounts, you mean?

A. Yes, sir.

Mr. WISNER. In Nov., 1877, you recollect whether the indebtedness was due?

A. Some were due, some were not.

Q. Were any of your notes protested at that time?

335 A. At that time; no, sir.

Q. In 1877?

A. No, sir; not that I remember of.

Q. Your bills were paid as they were presented?

A. Yes, sir.

Q. All of them?

A. Yes, sir.

Q. Were you buying goods then?

A. Buying a few goods; yes, sir.

Q. Who were you buying of?

A. All over.

Q. Were you buying goods of Schott & Co., of East Saginaw?

A. When?

Q. In November, 1877.

A. November, 1877. No, sir.

Q. Won't you open your books & see if you have any bill of Schott & Co.'s, of East Saginaw, in 1877, in November? (Paper handed to witness.)

A. Here are the parties which I bought goods of during 1877.

Q. In November?

A. From the 15th on.

Q. In the month of November, 1877?

A, Well the name of the firm changed at the middle, at the 15th, and I closed my books on the 16th with Schott & Co., then commenced the new books with Leroux & Co.

Q. What difference would that make with your dealing with the house of Schott & Co., at East Saginaw?

A. I might have bought goods of Schott & Co., at East Saginaw, prior to November 15th and after November 15 I bought goods of Max Schott; the firm also changed in East Saginaw.

Q. Did you?

A. Yes, sir; I did.

Q. Did you buy goods of Schott & Co. before the 15th of November?

A. That I don't know; I don't remember.

336 Q. There is a bill here (referring to the evidence)?

A. Yes, sir.

Q. What is the date?

A. November 9th, 1877.

Q. Schott & Co., of East Saginaw?

A. Yes sir.

Q. Any more?

A. No, sir.

Q. When did you first buy goods of the Saginaw house after the 15th of November? (Witness refers to another invoice book.)

A. There is one on Nov. 24th.

Q. Was that the first purchrse?

A. That was the first purchase I bought from Max Schott; they had an old bill and scratched that out.

Q. Was that bill sent to you in that form?

A. This bill was sent to me, & I told him to change it.

Q. Who made that change?

A. Max Schott.

Q. Did Max Schott make the letter M?

A. Yes, sir.

Mr. Wisner. The bill reads, "Messrs. J. P. Leroux & Co., bought of Schott & Co., East Saginaw, Mich.;" as printed that "& Co.," are erased with pencil marks, and before Schott is written in pencil the letter M.

Q. When did you make a purchase of Schott at Saginaw?

A. There is another one Dec'r 8th, 1877; this was also sent by mistake.

Q. That bill was sent in the same way?

A. In the same way.

Q. Schott & Co.?

A. Yes, sir.

Q. And you say at 'our request it was changed?

A. At my request changed; to change the name, of course; the letters were, it was Max Schott, as I testified before at that time; the sign was Max Schott.

337 Q. When did you ask Max Schott to change that name?

A. As soon as I saw him afterwards.

Where? Did you go to Saginaw with the bill?

A. That I don't remember.

Q. You don't remember whether he made it at Bay City or in Saginaw?

A. Or in Saginaw.

Q. When did you next buy of Schott in Saginaw?

A. Here is another one, Feb. 21st, 1878.

Q. Did that bill come to you in that way?

A. Yes, sir.

Mr. Wisner. In this bill the printed name Schott & Co. is erased, and in red ink over it is written "M. Schott."

Q. When was the next?

A. March 25th, 1878.

Q. Same kind of a bill?

A. Yes, sir; here is another one.

Q. What is the date of that?

A. This one is March 13th, 1878.

Q. How about that bill?

A. This one is changed.

Q. When was it changed?

A. I don't remember exactly how it was changed.

Q. How did it come to you?

A. It came to me as Schott & Co.

Q. And at your request the "Co." was marked out?

A. Yes, sir; to correspond with the others.

Q. When did you make that request?

A. As soon as I saw him. I generally saw him the next time he came around.

Q. What is the next purchase?

A. March 25th.

Q. Was the name scratched out when it came to you?

A. Yes, sir.

Q. Let us see the next one.

A. Here is another one.

Q. What is the date of that?

A. This one is April 19th, 1878.

Q. How did that bill come to you?

A. It came to me as it is.

338 Q. All changed?

A. All changed.

Q. When is the other one?

A. June 22nd.

Q. That came to you all changed?

A. Yes, sir.

Q. June 26th came to you all changed?

Yes, sir; here is one that has never been changed.

Q. July 2nd, 1878; that is the one you refer to as never having been changed?

A. Yes, sir; July 21st, 1878; changed by erasing the Co. and prefixing M., the same as July 10th.

Q. August 22nd J. P. Leroux & Co. bought of Schott & Co., East Saginaw, that has never been changed?

A. That has never been changed.

Q. You kept your account with Max Schott?

A. Yes, sir.

Q. Why did you not have those bills changed to agree with your account?

A. It slipped my mind I suppose.

Q. How did you happen to think to have those changed which you did have changed?

A. I suppose I had it in my mind to have them changed when Schott would come around to the store, and I forgot to tell him when he was in. All those bills will be in the account of Max Schott, of East Saginaw.

Q. When did Schott & Feibish commence business down here?

A. In 1875, I think.

Q. Were you down here very often between 1875 and February, 1877, when Sam. Schott sold out to Max? How often were you in Detroit?

A. I can't tell how often I was there.

Q. Once a month?

A. About so.

339 Q. About once a month?

A. About once or twice—once in two months.

Q. When you were here did you go to Schott & Feibish' store always?

A. Yes, sir.

Q. Where did you stop here?

A. Generally stopped with Sam. Schott.

Q. Are you related to Sam. Schott?

A. No, but we have been good friends.

Q. There is no blood relation or civil relation between you?

A. No, sir.

Q. You were intimate with Sam. Schott, very intimately acquainted with him & his family?

A. With his family; yes, sir.

Q. And with Feibish?

A. And with Feibish. A. Feibish also.

Q. After February, 1877, and up to November, 1877, how often were you here?

A. Until Nov., 1877?

Q. Yes.

A. I don't remember.

Q. As near as you can recollect?

A. Two or three times during that time; I don't remember.

Q. Do you recollect the failure of Schott & Co., and Schott & Feibish in Nov., 1877?

A. November?

Q. Yes. You recollect their composition on the 25th of November, 1877?

A. Yes, sir.

Q. Their settlement with their creditors at 35 cents on the dollar?

A. Yes, sir.

Q. At that time do you recollect whether your house was indebted to Schott & Feibish?

A. At that time?

Q. Yes, sir.

A. No, sir.

Q. Did you owe them anything?

A. Not that I remember of.

Q. Did you owe the house of Schott & Co., at Saginaw, anything?

A. No, sir.

340 Q. Did they owe you anything?

A. They owed me a balance of goods which they bought lately, the first part or the latter part of October.

Q. Did they buy goods of you?

A. Max Schott?

Q. Schott & Co. of Saginaw?

A. Yes, sir.

Q. They bought goods of you?

A. Yes, sir.

Q. You bought goods of them?

A. Yes, sir.

Q. What good' did they buy of you?

A. General things.

Q. Well?

A. Clothing, furnishing goods.

Mr. McDonnell. What quantity, large or small?
Mr. Wisner. To what extent?
A. I could not say.
Q. Did you do a wholesale business?
A. When I got a customer.
Q. To what other parties did you sell at wholesale?
A. I sold to some lumbermen.
Q. How many wholesale customers did you have at Bay City?
A. About a dozen.
Q. Then you say that with a stock at from $10,000 to $12,000 you were doing a wholesale business in Bay City in Nov., 1877?
A. Yes, sir.
Q. How much of a stock did Max Schott & Co. have in Saginaw in November, 1877?
A. I don't know.
Q. In Nov., after the composition, Max Schott carried on business alone, you think, in Saginaw?
A. That is what I was told.
Q. Who told you?
A. Max Schott.
Q. Anybody else tell you so?
A. Nobody else told me so unless the sign was up.
341 Q. And the house of Schott & Feibish continued to carry on business in Detroit?
A. Yes, sir.
Q. Did you know or did you learn what the debts of the two houses were at the time of their failure?
A. Not exactly.
Q. You knew it was in the neighborhood of $50,000 didn't you?
A. I knew it was about $40,000, but I did not know the exact figures.
Q. Did you know that their assets were about $12,000?
A. I did not know anything about it.
Q. Did you know how much they were worth?
A. No, sir.
Q. Did you hear?
A. No, sir.
Q. Did you know that they settled at 35 cents on the dollar?
A. Yes sir.
Q. And then continued their business, as you have stated?
A. Yes, sir.
Q. Upon your bill-book you placed the first shipment to you in November, 1877, by Schott & Feibish, after their failure, at what date?
A. Nov. 15th, 1877, J. P. Leroux.
Q. What was the amount?
A. $2,805.40.
Q. What goods were those?
A. Those are the ones (pointing to the book).
Q. What is that?
A. Overcoats.
Q. Just about what they were generally what class of goods?
A. Overcoats, pants, suits, vests, coat & vests & socks, pants & vests.

Q. The amount of that bill is 2,805.40?

A. Yes, sir.

Q. How did you pay that bill?

A. Settled by note.

Q. When did you give your note for that bill?

342 A. I gave notes December 12th for the bills which I had from that time until that date.

Q. You gave notes then on December 12th for goods that you had received from November 15th up to December 12th?

A. Yes, sir; notes & cash.

Q. How much cash did you give. Can you tell from Exhibit AA?

A. $905.63.

Q. Down to and including December 10th, from this statement that you make, you have bought from Schott & Feibish $6,422.12; you say that between the 15th of November & the 12' of December for the goods furnished you gave on that 12th day of December your notes to Schott & Feibish. Won't you show me this bill?

A. As follows: 29th, $56; 12th, $500; 19th, $500; 26th, $500; the 3rd of December, $500; 10th, $500; 17th, $500; 24th, $544.80; 29th, $500. They were dated in this way so they would not all come due together.

Q. Will you tell me how you came to give a note of $500 on the 12th of December?

A. I gave a note dated the 22nd.

Q. Why did you give a note dated the 22nd on the 12th of Dec. for $500?

A. Because I did not want to have those notes come due the same as the others I have.

Q. What other notes?

A. I had some notes given before that.

Q. Given to whom?

A. Schott & Feibish.

Q. You had notes given to Schott & Feibish before that?

A. Before that; yes, sir.

343 Q. Did you owe Schott & Feibish those notes?

A. Which notes?

Q. That you had given to them before that?

A. I don't know who held them.

Q. When had you given notes before that?

A. Gave notes in the spring of 1877.

Q. You testified a little while ago that in November, 1877, when Schott & Feibish failed, you did not owe them anything nor did they owe you anything?

A. No, sir.

Q. Now, you say you gave notes in the spring of 1877, and that you gave these notes at this time and dated them so they would not interfere with the notes you had given previously?

A. I gave notes in the spring of 1877, in Feb., to Schott & Feibish in settlement for a bill which I owed them.

Q. For what time did you give those notes?

A. For different times.

Q. How many notes did you give?

A. I could not tell exactly?

Q. Tell as near as you can?

A. About fifteen notes.

Q. For how much?

A. I don't know the amount.

Q. Well, let us have it as near as you can recollect?

A. About $10,000 or $12,000.

Q. In the spring of 1877?

A. From the spring of 1877 until November, 1878.

Q. You have given notes; hadn't you paid any of those notes?

A. Yes, sir.

Q. How many of them had you paid?

A. All paid.

Q. Then, why did you give a note of Dec. 12th, dated Dec. 22nd for $500?

344 A. I gave it as a settlement of Dec. 12th, and dated the note the 22nd, so many months from the 22nd.

Q. How many months from the 22nd?

A. I have not got the books here.

Mr. McDONNELL. He asked you for what purpose you did that?

A. Those notes were given so they would not come together; here is one dated the 22nd; here is one dated the 29th; you see I have got one on this date. If I get another one on the same date they will fall due on the same day; so I fix the dates so they won't come together.

Q. Have you got those notes?

A. Yes, sir.

Q. Have you got them with you?

A. They are not here.

Q. Will you produce them?

A. Yes, sir.

Q. And the books?

A. The books show the amount.

Q. Will you produce those books & the notes?

A. All the notes?

Q. Yes, sir.

A. I don't know I can all, because some have been paid.

Q. You can produce all that have been paid, can you?

A. Yes, sir.

Q. Do you say you copied this statement A A from your book?

A. Yes, sir.

Q. Do you pretend to say your books contain the entry of December 29th?

A. Yes, sir.

Q. Before an entry of December 3?

A. Yes, sir.

Q. Is that the way you keep books?

A. That is the way I keep my books.

Q. On Nov. 20th you paid cash to Schott & Feibish $905.63?

A. Yes, sir.

Q. How did you pay it to them?

A. I paid it to them.

345 Q. How, by check?

A. I don't remember that was by check.

Q. Where did you pay it to them?

A. I paid it to them here.

Q. In Detroit?

A. Yes, sir.

Q. Can't you recollect whether it was by check or currency?

A. I don't remember.

Q. You don't recollect bringing that amount to Detroit—$905 in money?

A. No, sir, I don't; I know I did not bring that.

Q. Then we are to understand that on the 12th day of December you made 13 notes.

A. Made 11 notes.

Q. You made eleven notes payable to the order of Schott & Feibish?

A. I think those notes were payable to the order of ourselves.

Q. And endorsed by you?

A. Endorsed by ourselves.

Q. And sent to Schott & Feibish?

A. Yes, sir.

Q. To pay them for goods sold you before that time?

A. Yes, sir.

Q. And this paper contains a correct statement of the goods sent to you by them before that time for which those notes were given?

A. That is a copy there (referring to Exhibit A A).

Q. The first note that you gave on December 12th *if* dated Dec. 3rd?

A. Yes, sir.

Q. How long did that note run?

A. That I don't know.

Q. The next one is December 5th, $500; how long did that run?

A. I don't know.

Q. The next one is Dec. 10th, for $500, how long did that run?

A. I don't know.

Q. The next one is Dec. 12th. How long did that run?

A. I don't know.

Q. The next is Dec. 17th. How long did that run?

346 A. I don't know.

Q. The next is Dec. 19th. How long did that run?

A. I don't know.

Q. The next is Dec. 24th. How long did that run?

A. I don't know.

Q. The next is Dec. 29th, $500. How long did that run?

A. I don't know.

Q. The next is Dec. 29. How long did that run?

A. I don't know.

Q. How many of these notes have you taken up?

A. All of them.

Q. Then you have them in your possession?

A. Yes, sir.

Q. Will you produce them here?

A. Yes, sir.

Q. Were they sent to Bay City for collection?

A. They were sent to the bank.

Q. Were they sent to Bay City for collection?

A. The banks in Bay City.

Q. From the 1st of Jan. you gave 11 other notes, and on March 12th you balanced your account with Schott & Feibish by a note of $431?

A. No, sir; I balanced it by giving note on the same principle as the others.

Q. What was the note of Jan. 10th, 1878, of $500.50 given for?

A. I don't remember; it was for goods.

Q. What was the time of that note?

A, I don't know.

Q. What was the time of the next note?

A. I don't know.

Q. Have you the time of any of these notes?

A. No, sir.

Q. Have you the books that show any of the times?

A. No, sir. They are here in town.

Q. Will you produce them to-morrow morning?

A. Yes, sir.

Q. To whom were those notes delivered?

347 A. To Schott & Feibish.

Q. Both of them?

A. The last ones were delivered here to Schott & Feibish.

Q. To which one of the firm?

A. They were both there.

Q. When was the note of March 12th delivered?

A. Feb. 27th or 28th.

Q. Feb. 28; then, when all these notes were made?

A. When they were all made.

Q. Will you open your bill-book to Feb. 27th?

(Witness refers to bill-book.)

Q. Feb. 28th, 1878; how much is that bill?

A. $1,656.23.

Q. Another one of the same date?

A. $431.

Q. Now take the $431 bill; what does it consist of?

A. Overcoats, ulsters, & pants.

Q. How many overcoats?

A. 32 overcoats, 6 ulsters.

Q. Bought on Feb. 27th, 1878, for which you gave your note?

A. Yes, sir.

Q. Is that the season of the year that you buy overcoats in your business?

A. We buy them in all seasons.

Q. Is that the season you buy overcoats on credit in your business?

A. We generally buy overcoats in the spring of the year, when we can get time long enough.

Q. How much time did you get on these?

A. There was no time specified exactly on that bill.

Q. The notes were all given together as a settlement?

A. Yes, sir.

Q. Before or after you got that bill?

A. The same day or the next day, I'm not sure which.

Q. Do you know what time you got on that bill?

A. On that bill?

Q. Yes.

A. I bought the goods al' together, and the time was given to my satisfaction.

348 Q. How long before you got that bill were you in Detroit?

A. I was in Detroit that day.

Q. On the 27th?

A. Yes, sir.

Q. Did you have a settlement with Sam. Schott that day?

A. Yes, sir.

Q. At his store?

A. Yes, sir.

Q. Did he show you his books?

A. No, sir.

Q. Did you see his books?

A. No, sir.

Q. Did he show you his bill of purchase?

A. No, sir; not that I remember of.

Q. Did you know where he bought his goods?

A. No, sir.

Q. Did you know how he bought his goods?

A. No, sir.

Q. Did you know that he bought his goods on credit?

A. That was of no use to me.

Q. Did he tell you that he bought his goods on credit?

A. No, sir. I supposed they were buying on credit; I can't say positively that I know they did.

Q. You knew that in Nov.; that they had compromised with their creditors, at which time they owed over $40,000, and they had not to exceed $15,000, and do you say that you did not know that they were buying goods on credit?

A. Well, they were buying goods before; I don't know especially about these goods.

Q. Did you know about how much they paid for these goods?

A. No, sir.

Q. What was the longest time on credit that Schott & Feibish gave you?

A. Nine, ten, & eight months.

Q. You bought goods in Rochester of the wholesale dealers?

A. Sometimes I did.

349 Q. You bought goods of wholesale dealers elsewhere, didn't you?

A. Yes, sir.

Q. Do you know of any wholesale dealers who sell goods on 8 months' credit?

A. No; I don't know of many.

Q. Do you know of any?

A. Not on any regular terms.

Q. Do you know of any who sell on 10 months' credit?

A. No, sir.

Q. Do you know of any who sell on 12 months' credit?

A. No, sir.

Q. How do you suppose that Schott & Feibish could sell on 8, 9, & 10 months' credit that they must have bought on a less credit before that time and do an honest business?

A. Of course I did not know any of their business.

Q. You knew that they could not buy goods on so much credit as they gave you?

A. But you will take those papers; there are some notes that are short, some that are long.

Q. You knew that they could not buy goods on any such credit as they extended to you?

A. I did not know.

Q. You knew that Rochester houses did not sell goods on any such credit; that that was not the usual course of business, didn't you?

A. You take houses that go to work and give time and then date the bill ahead.

Q. Did they do that to you?

A. No, sir.

Mr. McDONNELL. You were asked for the ordinary course of business?

A. Some houses go to work and sell you a bill of goods to-day and date the bill ahead 4 months, give you 4 months after that, and then comes the time.

Q. Who does that?

A. There are some houses that done it.

350 Q. Who ever did that?

A. They have done it to me; bought goods in July and dated the bill the 1st of October, four months.

Q. And then sent you the goods?

A. Sent me the goods right away.

Q. Sent you the goods in October?

A. No, in July.

Q. You pay nothing until the expiration of six months or four months from July?

A. No, sir.

Q. Who did that?

A. A house in Boston.

Q. What house?

A. A. Schuman & Co.

Q. When?

A. July 30th, 1879, there is October 1st (referring to the book).

Q. Oct. 1st, four months?

A. Yes, sir.

Q. Did you buy that bill of goods in July?

A. Yes, sir.

Q. Did you get the goods in July?

A. Yes, sir; they were shipped the 30th day of July.

Q. When did you give your note on that bill?

A. Did not give any note at all.

Q. You paid the bill on the 1st of October then?

A. The bill won't be due before Feb. 1st.

Q. What does that mean, "note 4 months"?

A. Oct. 1st, note four months from Oct. 1st.

Q. Note of four months; what does that mean?

A. I did not give no note for it.

Q. What does that mean on there?

A. The bill won't be due before Feb. 1st.

Q. If you give your note of Oct. 1st?

A. If I give my note Oct. 1st it would be due Feb. 4th.

Q. Did you give your note?

A. No, sir.

Q. Then that bill became due Oct. 1st?

A. That bill ain't paid yet.

Q. I did not ask you that; is it due yet?

351 A. It is not due yet.

Q. Do you know that goods like overcoats and ulsters are not purchased from the wholesale dealers in the spring?

A. Sometimes we buy them in the spring.

Q. You buy small lots in the spring if you get out; but wholesale dealers in Detroit don't buy such goods in the spring; they buy them in the fall, don't they?

A. That belongs to the fall stock.

Q. What was the bill of Feb. 18th, that you bought of Schott & Feibish?

(Witness refers to invoice.)

A. $543.75.

Q. What were those?

A. Those were suits & overcoats.

Q. February 15th?

A. Feb. 15th, bill of $633.40.

Q. What were those.

A. Those were suits, socks, coats, vests, pants, & mixed-up goods.

Q. Feb. 12th?

A. Feb. 12, $752?

Q. What were those?

A. Those were pants, suits, pants & vests, suits, pants, suits & socks.

Q. Jan. 14th?

A. $631.25 was pants & suits.

Q. Jan. 10th?

A. There is no bill for that; this is a premium which I owed them for goods bought from Nov. 15th to Jan., amounting to $650, so I gave him 10 %, so that the note becomes due at $650.

Q. 10 per cent. for what?

A. For their premium.

Q. For commission?

A. For their profits.

Q. Did you pay Schott & Feibish a commission for buying goods for you?

A. No, sir.

Q. Then what do you mean by that?

A. I gave them 10 per. cent.; they gave me their cost price & I give them 10 %.

Q. They sold you goods at the cost price?

A. Yes, sir.

Q. How did you know they did?

352 A. That is what they told me.

Q. Did they not show you their bills?

A. No.

Q. Did you not see any of their bills?

A. No, sir.

Q. Then you did not know whether you were buying goods at the cost price or not.

A. No, sir; that is what they told me.

Q. But your agreement was that they were to sell you at cost price?

A. Yes, sir; I was to pay 10 per cent.

Q. Which was to cover their profits and their shipping expenses?

A. Yes, sir.

Q. Anything else?

A. That is all.

Q. Nothing else included in that 10 per cent.?

A. That was to pay them for the $6,500 I had bought to that date & I gave them a note for $680, as being their profits to cover the shipping expense.

Q. Their profits?

A. Yes, sir; alone.

Q. That is what is understood for their profits?

A. Yes, sir.

Q. Then on a bill of $6,800 you had made an agreement with them that they should send you $6,500 worth of goods at the cost price to which you were to add ten per cent. for their profits on the sale?

A. No, sir.

Q. Well, how was it?

A. After Jan. when it come to settle the bills amounting to $6,500 and they say, " Well, we will charge you ten per cent. for our profits."

Q. Had you not made agreement with them before that as to 353 what they should charge you for those goods?

A. No, sir.

Q. Not until the bill amounted to $6,500?

A. After they got through with their bill I knew what the goods were worth nearby; after I got the goods we settled, and I allowed them 10 per cent. for their profit on their goods.

Q. You had from Nov. 15th, up to Jan. 1st, been receiving goods from them right along at different times?

A. At different times.

Q. Now, on Jan. 1st you settled the price of those goods to you, figured up the cost price of how much those goods were?

A. The cost price was on them on the bill of the invoices.

Q. You added that up and added to it 10 per cent. for their profits; that is what I understand you to say?

A. We went to work & added up the bill; it amounted to $6,800.

Q. That is what the goods cost them?

A. That is what they told me.

Q. And that they might make some profit in their business, you added to that ten per cent?

A. Yes, sir.

Q. & sent them a note for 10%?

A. Yes, sir.

Q. That is what the $650 was for?

A. Yes, sir.

Q. Then you made the charges on the book?

A. Yes, sir; $650.

Q. They never sent you any bill for that?

A. No, sir, no bill for that.

Q. Well, Jan. 5th?

A. That is cash I got from them.

Q. How much?

A. $400 I guess.

Q. Why did you put it down on your book as merchandize?

A. Put it on my book as cash—draft.

354 Q. Why did you put the bill of Feb. 27th down as a draft? That was a bill of goods was it not?

A. Which?

Q. Feb. 27th.

A. That was goods. They were all merchandise.

Q. You have put them all down on Exhibit A A as drafts?

Mr. Dickerson. He has put them down as dots.

A. Those are dots.

Q. Then that word draft don't refer to but that one item?

A. That is all.

Q. Did you make a draft on them of $400?

A. No, sir; I got a check from them.

Q. Then this note right here—it should be a check, not a draft?

Mr. McDonnell. You had better state that Mr. McDonnell put that word draft on.

Q. You got a check from them?

A. Yes, sir.

Q. You borrowed $400 from them on the 5th of Jan.?

A. Yes, sir.

Q. You were then owing them how much?

A. I don't know how much it was.

Q. You had not taken up any of this paper then, had you?

A. Any of these papers?

Q. Any of these notes had not been paid then that were given on the 12th of the months before; none of these notes were less than a month, were they?

A. I don't remember. I will see to-morrow morning; you want the notes to-morrow morning, you say?

Q. Yes, sir, I would like the books.

Q. What was the bill of December 21st?

355 A. $164.50.

Q. Suits?

A. Suits & black vests.

Q. December 17th?

A. $46.50.

Q. What was the character of it?

A. Six ulsters.

Q. December 10th?

A. 136.

Q. December 5th?

A. Mittens & gloves.

Q. December 6th?

$129.50.

Q. You need not give the amounts; they are down here.

A. 6 overcoats & ulsters.

Q. 5th?

A. Overcoats.

Q. How many?

A. $141.75.

Q. No, not the amount; that is here now.

A. The kind?

Q. Yes, sir, & quality.

A. $36.

Q. Dec. 3rd?

A. Pants, shirts, & overalls; pants, shirts, & collars.

Q. Nov. 27th?

A. Shirts, drawers, & mittens.

Q. Nov. 26th?

A. Overcoats, pants, shirts, & drawers.

Q. Nov. 24th?

A. Suits, overcoats, pants, suits, & vests.

Q. Nov. 20th?

A. Shirts & drawers, shirts, collars, collars, pants, shirts, shirts & drawers, shirts & drawers, jackets, pants, pants, jackets & cuffs.

Q. Nov. 19?

A. Overcoats & suits.

Q. On the 28th of Feb. you say you made 8 notes?

A. Yes, sir.

Q. Dated them on the 8th of Feb. to the 12th of March?

A. Yes, sir.

Q. And that was to settle up the account between your house & Schott & Feibish as it appeared on your books on the 28th of Feb.?

A. Yes, sir.

Q. The statement that you had had before that was when you gave the note of Jan. 10th for $650?

A. Yes, sir.

Q. From Jan. 10th, then, until Feb. 28th you had bought of Schott & Feibish goods to amount to these sums?

A. Yes, sir.

356 Q. Does this $431 represent the profit of that purchase?

A. No, sir.

Q. Why was not that $431 included in that computation on the 28th of Feb., when you made the notes?

A. I don't know.

Q. You had received that bill at that time?

A. Received?

Q. Yes.

A. No, sir.

Q. But you have got it in your book. Turn to it; Feb. 27.

(Witness refers to invoice book.)

Q. You say received that bill of goods on the 28th of Feb., when you made that settlement?

A. I bought the goods here on the 27th day of February, and I give the notes right away after as a settlement, & then I went home.

Q. Why didn't you include that $431 in that settlement?

A. It was in that settlement.

Q. No. You didn't give the note till March the 12th for that settlement.

A. I gave them all together.

Q. Was that note dated March 12th made in February?

A. Yes, sir?

Q. For just $431?

A. Yes, sir.

Q. These goods were purchased from Jan. 10th to Feb. 28th the same way the goods were purchased before, weren't they?

A. No, sir.

Q. How then?

A. Their profits were added to it.

Q. The profits were added to the bill?

A. Yes, sir.

Q. How were they added?

A. The $650 note I gave them was a premium. I told them it
357 was too much, & I said, go to work & add it in your bill what
you will charge me for the goods.

Q. Did you agree upon the profit they should have on the second purchase of goods?

A. No.

Q. You complained that 10 per cent. was too much?

A. Yes, sir.

Q. And you told them to charge their own profits?

A. I told them to charge their own profits hereafter.

Q. Did they do so?

A. That is what they told me.

Q. How much did they add as profit?

A. I don't know.

Q. Don't you know what the goods were worth?

A. Not to tell.

Q. Don't you know what the goods could have been purchased for in the markets?

A. Not in those days.

Q. Why didn't you know that? You were in the business buying?

A. You can't tell on clothes so close as that.

Q. You could tell what you could purchase them for?

A. Yes, sir.

Q. Why could you not tell; you could tell what you could buy them from other houses for?

A. Another house would sometimes charge a quarter more on the same goods.

Q. Is that the way wholesale dealers in clothing charge?

A. Yes, sir.

Q. Don't they have uniform rates for their goods?

A. No, sir.

Q. They have uniform rates for goods of the same quality, don't they?

A. No, sir.

Q. Do you pretend to say that wholesale houses in the same line of trade in the same city sell the same goods at different prices?

A. Yes, sir.

Q. Where?

A. All over.

Q. When did you ever know of an instance?

A. Right here in Detroit.

Q. Who?

A. Wholesalers.

358 Q. Give me the names of some houses. I want to find out who they are; understand my question now?

A. Yes, sir.

Q. Goods of the same quality sold at different prices by wholesale dealers in the same city?

A. You will take goods of the same quality and there may be 5 per cent. in the cost of the goods, and when you come to buy it it looks the same thing, but at the same time one is a little more worth than the other.

Q. The other of the same quality?

A. The very same goods, but there is a little bit of difference.

Q. Then they are not the same goods?

A. They don't come from the same piece.

Q. They are not goods of the same quality if there is a difference in them, are they? Why, things not alike are not alike. Now, what I want to know is, whether you don't know that Schott & Feibish charged you profits, and what kind of profits, if they did charge you.

A. When I buy goods of a house I don't ask them how much profit they make on them.

Q. You know what the wholesale price is of such goods?

A. We can guess at that.

Q. Did you guess at these?

A. Yes, sir; I guessed at these; that they were about right.

Q. Did they charge you more than ten per cent. profits?

A. I don't think they did.

Q. Do you know whether they did or not?

359 A. I could not tell exactly.

Q. Could you tell at the time?

A. Not at the time; I could judge they were about right.

Q. You could have bought these goods somewhere else, couldn't you?

A. Yes, sir.

Q. Without paying but the wholesale price for them?

A. The last time I told them to add the profits they wanted to charge me for them, and after I told them they said all right.

Q. Did they send you a separate bill for the profits?

A. No, sir.

Q. How were the goods ordered?

A. By myself personally, and by orders as business transactions through letters.

Q. Have you copies of these letters?

A. No, sir.

Q. Didn't you keep copies of your business correspondence?

A. No, sir.

Q. When you wrote orders for your goods, didn't you keep copies of your letters?

A. No, sir.

Mr. McDonnell. Have you got a letter-box?

A. No, sir.

Q. Who ordered the bill of Nov. 15th?

A. I was here myself.

Q. Who ordered the bill of Nov. 19th?

A. I left a standing order there.

Q. Who ordered the bill of Nov. 20th; was that included in the standing order?

A. When I was there, on the 15th day of November, to look at some goods, there were some goods that I wanted & they didn't have them; I gave my order: you send me so much of these goods; so much of that when they come in; because they told me they had some goods coming, so that from that I left a standing order for so many goods that I wanted which were coming.

Q. How many of those goods are included in that standing order?

A. I could not tell you.

360 Q. When were you next down after Nov. 15th?

A. I wasn't down until—I guess I was there Feb. 27th after that.

Q. Not until Feb. 27th?

A. I don't remember that I was there between.

Q. Then these intermediate items were ordered by letter?

A. By letter.

Q. And you didn't keep any copy of these letters?

A. No, sir.

Q. How were those goods shipped to you?

A. How were they shipped to Bay City?

Q. Yes, sir.

A. The regular course of business.

Q. No, no. How were they shipped; by what conveyance?

Mr. Dickinson. By rail or by boat?

A. By rail.

Q. Then you think the bills were never sent with the goods, but sent by mail?

A. Yes, sir; except sometimes you will get a little bill, & they will put the bill in.

Redirect examination Mr. Dickinson:

Q. Whereabouts in Bay City was the stock of goods at the time of the seizure by the marshal?

A. In the store.

Q. Where was the store?

A. On Water street.

Q. Number?

A. 106.

Q. What block?

A. Munger block.

Q. Who was the owner of the store?

A. C. & S. Munger.

Q. Did you rent it from them?

A. Yes, sir.

Q. At what rent?

A. $1,000 a year.

Q. Will you state what amount of business you did in that business a year on the average—the amount of goods you hand'ed; sales?

A. $25,000 to $27,000 a year.

361 Q. Will you state whether the marshal left any clothing in the place when he took out what he seized?

A. He took it all out.

Q. Did he take any goods you did not get from Schott & Feibish?

A. Yes, sir.

Q. Or of Schott & Co.?

A. Yes, sir.

Q. What proportion or what amount of goods did he take out under this seizure that you did not receive from Schott & Co., or from Schott & Feibish, the general amount you know; you cannot be particular or exact.

A. About one-fifth.

Q. One-fifth of what did or did not come from them? Give the amount in thousands of dollars if you can.

A. The amount of goods?

Q. That didn't come from Schott & Feibish or Max Schott—that you hadn't bought from them, I mean, or received from them?

A. I had there bought in *in* 1877 about $11,000 worth of goods outside of Schott & Feibish.

Q. Will you state whether the goods on hand in the store at the time of the seizure by the marshal were paid for, or have been paid for since by you outside of the goods received from Schott & Feibish or Schott & Co.?

A. Those goods bought outside?

Q. Yes, sir.

A. Those have all been paid.

Q. They have been paid for since?

A. Yes, sir.

Q. Will you state what time of the day this marshal came into
362 your place of business & seized the stock?

A. It was about 9 o'clock.

Q. In the morning?

A. In the morning.

Q. At the time when business was at its height in Bay City?

A. Just commencing business.

Q. Done publicly?

A. Yes, sir.

Q. The United States marshal of Bay City came in with the marshal from here?

A. He came in with Bernard Rothschild and the deputy United States marshal from Bay City.

Q. Do you know whether it was generally known throughout Bay City that the United States marshal had seized your stock of goods?

A. It was known in less than no time.

Q. Did they leave you anything in the store then to do business with?

A. They left me a little furnishing goods, hats, & caps, & trunks.

Q. Any clothing?

A. Nothing in clothing.

Q. Empty your shelves?

A. Emptied my shelves & drawers.

Q. Did you forbid them coming in and taking your stock?

A. No, sir.

Q. What, sir?

A. No, sir.

Q. You were not there at the time?

A. I was not there, I was away.

Q. At the time you saw the marshal what did you say to him?

A. Barney Rothschild gave me an introduction to him & handed me a paper, stating that he had a paper to take my stock, seize my stock of clothing, & he handed me the paper & told me to go & see my
363 attorney; I started to go & when I got half way down the store I handed him the paper and told him, "Of course there is no other way, if you have a law to take my goods there is a law to get them back."

Q. Will you state how many clerks you were employing at that time?

A. Two.

Q. What effect did this have upon your business & credit & standing in Bay City?

A. It cuts me down.

Q. Broke you down, did it?

A. Broke me down.

Q. They came in & opened the drawers in the place of business, did they, all the drawers?

A. The appraisers opened all the drawars.

Q. How many drawers did they open in the store?

A. I should judge about 20 of them.

Q. Were they attached to the wood-work of the store? Q. Were the shelves attached to the store building as a part of it? Q. And so are the drawers, are they not?

A. The drawers are connected.

Q. Did they attempt to get into your safe?

A. I have not got any safe.

Q. Did they take anything but goods?

A. No, sir.

Q. Attempt to make any seizure of invoices or anything of that kind?

A. No, sir.

Q. How long were they in possession of the store?

A. They were in possession of the store until Saturday morning; the next morning.

Q. Commenced Friday morning at nine o'clock & held possession all that time?

A. They were boxing all the time.

Q. What did they do with the store at night?

A. They left it to me.

364 Q. But they left the man in charge?

A. No.

Q. They boxed them all up?

A. They had a few boxes left in the store.

Q. Will you state what sort of a place Bay City is with reference to the lumber interests—lumbering camps and pine woods of Michigan, of the Saginaw Valley—as to being a base of supplies?

A. That I can't say.

Q. As to being a base of supplies for the lumber camps & pine country up there?

A. I don't understand the question.

Q. What can you say as to whether Bay City is a place depending largely for its business upon the lumber camps and mills?

A. Yes, sir; that is what we draw our living from.

Q. That is the principal business of Bay City merchants, is it?

A. That is the principal business.

Q. Will you state whether there is any business done in Bay City in the spring by the lumber camps or the managers of the lumber camps in laying in their stock of goods to get them shipped for winter for their men?

A. That I don't know.

Q. Do you understand that question. I ask whether it is not a business in Bay City, whether there is any business in Bay City of selling goods which are seasonable for winter in the spring in March for the following winter?

A. They will buy some in March for the drive.

Q. Were you at or before the time of the seizure engaged, or was
365 any one in your business engaged, in selling goods at auction, or
otherwise making unusual efforts to dispose of your goods?

A. They were selling some at auction.

Q. Was that out of the ordinary & usual course of business?

A. No, sir.

Q. Explain what goods you sold.

A. General goods.

Q. What was the object of the sale?

A. The object was in order to an excitement, and get the boys, when they came out from the woods, so they will come in & buy.

Q. Is this the ordinary course of business in Bay City & Saginaw?

A. Well, we have done it.

Q. All trades selling to the lumber interests and men?

A. We have a good deal of that there in the Saginaw Valley.

Q. How long did you continue to sell in that way?

A. Continued to sell for two days—two days before the seizure.

Q. Had you sold any before that year at auction?

A. No, sir.

Q. How much did you sell in the two days?

A. One hundred & fifty or two hundred dollars.

Q. Did you sacrifice any goods at these sales?

A. No, sir.

Q. Did you make any unusual efforts to dispose of your goods?

A. No, sir; only by trying to sell all we could.

Q. At fair prices?

A. At fair prices.

Q. Did you offer any goods under cost?

A. No, sir.

Q. I notice some items on your bill of Schott & Feibish as for cash; will you state what the cash was furnished you for when the cash was sent?

A. It was furnished——

Q. To aid in taking up the note?

A. Yes, sir.

366 Q. Is that the ordinary course of business in dealing with them or any one else who sells you?

A. Yes, sir.

Q. When you have a note outstanding that you cannot meet at maturity, the usual course of business is o pay what cash you can and draw upon the party for the balance to whom you finally gave the note?

A. Yes, sir.

Q. So it shall not be protested?

A. Yes, sir.

Q. What would be the average date at which this last batch of notes were to be payable, the average time they would run, the average time of both lots of notes?

A. It would average about five months, I think.

The examination is here adjourned until 9 a. m. to-morrow.

WEDNESDAY, *January 28th*, 1880—9 o'clock a. m.

Examination of the witness Leroux continued.

MR. MCDONNELL:

Q. You were referring yesterday to the amount of capital you had in the Bay City store on commencing business there; that is, Sam. Schott, Max Schott, & yourself, in answer to one of Mr. Wisner's questions, and I think you said you had about $10,000 of capital stock; what did you mean by that?

A. The stock itself.

Q. You were then referring to the amount of stock you had on hand?

A. Yes, sir.

367 Q. Not to the amount of capital you had invested in the business?

A. No, sir.

Q. Can you state what was the amount of capital you had invested in that business on the commencement of business in Bay City?

A. No, sir; I can't state exactly.

Q. Give it as near as you can, whether large or small, whether the notes were paid for or not.

A. As I stated yesterday, we had no agreement made, and they furnished me what goods, and I don't know what capital they had invested in it.

Q. You don't know how much of the goods were paid for?

A. I don't know how much of the goods were paid for.

Q. At the time of the dissolution, that is when Sam. Schott left the business, how did you stand?

A. About $3,000 surplus.

Q. What do you mean by that?

A. Above what we owed.

Q. The Bay City store was about $3,000 ahead?

A. $3,000 ahead; yes, sir.

Q. That was in the spring of 1877, wasn't it?

A. In the spring of 1877.

Q. State what arrangement, if any, you made with the Schott & Co.'s store at that time; that is, as to settling your accounts between the two stores, the Saginaw Schott & Co. store and the Bay City Schott & Co.'s store. What, if anything, did you do to straighten your balance?

A. From the time that Max Schott bought Samuel Schott, do you mean?

Q. Yes; what did you do at that time?

368 A. At that time I paid mostly all the bills myself.

Q. No, no; what arrangement did you make in settling, arriving at the condition of the two stores, whether one store owed the other, the Bay City store & the East Saginaw store?

A. Yes, sir.

Q. Did you strike a balance?

A. Yes, sir.

Q. Does the book show that?

A. Yes, sir; the old book does; the new book I havn't here.

Q. Produce the book of Leroux & Co.'s business; open the page of the book where it shows the beginning of the Leroux & Co.'s account with Schott & Co.

A. I had no account except with Samuel.

Q. Had no account with Schott & Feibish?

A. No, sir.

Q. How was the balance apportioned, if found between the two stores?

A. In the spring of 1877?

Q. Yes, sir.

A. Schott & Co., of Saginaw, owed Schott & Co., of Bay City, five hundred and a few dollars.

Q. What was done with the balance?

A. And by request I owed at the same time Schott & Feibish, of Detroit, & I charged Schott & Feibish the amount.

Q. At whose request was it done?

A. Samuel & Max Schott's.

Q. Was that the balance of the Saginaw Schott & Co.'s account with the Bay City Schott & Co.'s account?

A. Yes, sir.

Q. Closed it up?

A. Yes, sir.

Q. About how much was the Bay City store owing Schott & Feibish at that time?

A. About $10,000.

369 Q. You refer to the buying of this last lot of goods before Schott & Co. failed finally in Detroit. State if you bought any goods at that time that were not needed for your store at Bay City for the market.

A. At what time?

Q. In the spring of 1878, was it not? When was it they failed the last time; immediately before they failed the last time in Detroit?

A. No, sir.

Q. You did not buy any?

A. No.

Q. When was it Schott & Feibish failed the last time?

A. 1878.

Q. About what time?

A. March, I think.

Q. You bought some goods of them in February immediately before the failure, didn't you?

A. Yes, sir.

Q. What time & what amount?

A. $2,000.

Q. How long before that failure did you buy that quantity of them?

A. February 27th.

Q. State if any person approached you, went to Bay City & held out any inducement to you to make that purchase at that time; if so, state who it was & what was said.

A. Not at that time.

Q. At any other time?

A. It was in November, 1877.

Q. State what was said to you at that time & by whom it was said.

A. Sam. Schott came to me & told me that they had a good stock & that they wanted me to buy goods of them, even if I should buy a little more than I needed, because they wanted to have my paper in order to
370 wipe out their compromise paper.

Q. Did any other person come to you and speak to you in that same way?

A. Sigmond Rothschild did.

Q. What did he say to you?

A. I was expecting to buy goods, & he told me, "Leroux, if you can buy goods so cheap as you can anywhere else from Schott & Feibish, I wish you would, as they can use their paper to settle off their own matters."

Q. Did he refer to his relation to their paper at that time?

A. He was an indorser of their paper.

Q. When was it that Rothschild came to you & made that request of you?

A. It was in November.

Q. 1877?

A. 1877.

Q. Will you state whether you bought any goods on account of their giving you extra time or extra terms that you would not otherwise have bought in consequence of that statement from them?

A. I bought from 4 to 5 hundred dollars more than I would probably otherwise.

Q. State if you got any better time—any longer time—in the purchase from them than you otherwise would have got.

A. Yes, sir; I had a little extra time.

Q. After that time state if you knew anything about Sigmond Rothschild being an endorser on their compromise papers before the fall of 1877, and what you knew about it, if anything?

A. I don't know anything about it.

371 Q. Up to the time of the statement made to you by Schott, what did you know, if anything, about Sigmond Rothschild being an indorser on their compromise paper?

A. I did not know anything at all.

Q. How did you become informed of the terms of the compromise?

A. Through what I have seen on the paper.

Q. By the newspaper simply?

A. Newspaper.

Q. Have you examined your notes that you brought here, to see how many of them were still out? Refer to your pocket if you want to.

A. These are all out here (pointing to the book).

Q. Then all of the last batch are out; all of those of Feb. 28th are out?

A. Yes, sir; and some more.

Q. What others?

A. One given Jan. 10th of $650; one dated Jan. 20th, $500.50, note dated ten days ahead; one of Dec. 29th, of $500; one of Dec. 19th, $500.

Q. All the rest are paid, are they?

A. All the rest are paid.

Q. State whether any of these notes that are out were presented to you for payment.

A. Yes, sir.

Q. Why did you not pay them?

A. Because I could not afford it.

Q. Why not?

A. Because I had bought a new stock of goods, & I had to give a mortgage on my stock in order to get it, & of course I have got those notes out and they have to wait the returns from my goods that were taken.

Q. Do you know who holds those notes?

A. No, sir.

372 Q. Through what source were those presented that were paid?

A. Through the bank.

Q. Have you here the notes that you did pay of that first batch referred to yesterday in your testimony?

A. Yes, sir; they are here.

Q. Will you produce them & present them?

A. Yes, sir.

(Offered in evidence & marked "Exhibits E 1 to E 9," inclusive.)

Q. How many mortgages are there on your stock of goods?

A. There is one mortgage.

Q. In whose favor?

A. Given to different parties in the same mortgage.

Q. Who are they?

A. Heineman Butzel, Schloss Bros., & Simon, D. Black & Co.; I don't remember any more.

Cross-examination:

Mr. Wisner. Who presented those notes to you that are not paid?

A. The banks.

Q. The bank at Bay City?

A. Yes, sir.

Q. Do you know what bank they came to. Do you know?

A. I don't know.

Q. I understood you to say that the only information that you had with reference to the compromise of Schott & Co., house in November, 1877, was what you learned from the newspaper?

A. From the newspaper.

Q. You had no other information in regard to that?

A. After the compromise?

Q. What information did you have after the compromise?

A. They told me they had compromised at 35 cents on the dollar.

Q. Did they tell you how they had paid the dividends?

A. No, sir.

373 Q. Did you know whether they had paid cash or not?

A. I did not know anything about it.

Q. You knew nothing about it at all until Sam. Schott & Sigmond Rothschild came to you & asked you to buy goods in order to use your paper in settling up the compromise matter?

A. They wanted me to buy goods.

Q. They wanted you to buy goods from them so they could use your paper in settling up their compromise matters?

A. Yes, sir.

Q. You know nothing about their having given notes in settlement of their bankruptcy case until then?

A. No, sir.

Q. When was that?

A. It was near by the compromise; near by the 13th.

Q. About the 13th?

A. About the 13th that they had the settlement.

Q. At that time you testified yesterday your surplus was about $3,000?

A. That is Feb. 14th, 1877.

Q. Your surplus was $3,000?

A. I had about $3,000. I paid them what I owed above what the store owed.

Q. What did you have in Nov., 1877?

A. I could not tell exactly.

Q. Did you not testify yesterday that you had about $12,000 worth of goods, & that you owed about $10,000?

Mr. McDonnell. Eight or nine?

A. 8 or 9 I said.

Q. Then you had a surplus in 1877 of about $3,000?

A. About the same thing.

Q. The connection of your house, then, had not changed from Nov. to Feb.?

A. So far as capital.

Q. So far as your assets were concerned?

A. No; not much different.

374 Q. When Mr. Rothschild spoke to you about buying goods & giving you paper did he tell you that he was the endorser on that paper?

A. He told me that he was the endorser on the compromise paper.

Q. Did he tell you how much?

A. No, sir.

Q. In 1877, when Max Schott bought Sam. Schott out of the Bay City house, you say Max Schott furnished you goods, & you don't know how much he had invested in goods?

A. Not when they first started.

Q. You don't know how much they had invested in stock?

A. No, sir.

Q. You were a partner in the firm?

A. I was a partner in the profits.

Q. In 1877, in February, when Sam. Schott went out of that firm, did you know how much they had invested there then?

A. No, sir.

Q. In 1877, November, when you insisted that the firm-name should be changed from Schott & Co. to Leroux & Co., did you know how much Max Schott had invested in there then?

A. No, sir.

Q. You were then managing the business there?

A. Yes, sir.

Q. And after the change was made to your name, J. P. Leroux & Co., you had the exclusive management of it, didn't you?

A. After the name changed.

Q. After it assumed the name of J. P. Leroux & Co. you had the entire management of it?

A. I managed the business of course with his counsel.

Q. Was Max Schott there often?

A. He was there quite often, & I was up to Saginaw quite often.

Q. How often was Max Schott up there?

Mr. McDonnell. Do you mean after the firm changed?

375 Mr. Wisner. Yes, sir; after J. P. Leroux & Co. became the name of the firm?

A. I guess twice.

Q. Twice between the 15th Nov'r & the time he failed?

A. I guess so.

Q. Not only twice?

A. Yes, sir; about twice.

Q. Did he stop with you when you came in?

A. Yes, sir.

Q. Stop at your house?

A. Yes, sir.

Q. Max Schott always stopped at your house when he came there, & you stopped at Max Schott's house when you went to Saginaw?

A. Yes, sir.

Q. And at Sam. Schott's house when you came to Detroit?

A. Yes, sir.

Q. You spoke yesterday of Bay City being a lumbering camp, supplying place; the place for furnishing the class of supplies' in lumber camp; state what kind of supplies you furnished lumbermen from a clothing house?

A. Furnish pants, shirts, & drawers, socks, mittens, overalls, & coats.

Q. Common goods, are they not?

A. Common working goods.

Q. You don't sell any fine goods to lumber camps, do you?

A. No, sir.

Q. At the time of the failure I understood you to say yesterday, in March, 1878, that you had paid for goods you had purchased from other houses?

A. That I had paid?

Mr. McDonnell. Do you mean bought?

Q. I think he said paid.

Mr. McDonnell. No, since that.

Q. Well, you had then & have since paid for goods purchased from other houses besides Schott & Feibish?

A. Yes, sir.

Q. And have you paid Schott & Feibish any cash with the exception of that first item on the bill $905?

A. No, sir.

Q. You had paid them entirely in notes?

A. In November, 1877, about the time of the compromise of
376 Schott & Feibish, Sam. Schott & Sigmond Rothschild came to you
and told you that they wanted you to buy goods of Schott & Feibish; they would give you more time than you could get anywhere else, and you could give them notes & they could use them in settling up their compromise matter?

A. Yes, sir.

Q. Didn't you know from that that Schott & Feibish could not do business in that way without defrauding their creditors?

A. I don't know.

Mr. McDonnell. You mean you didn't know; mind how you speak; your French way of speaking is not intelligible sometimes.

Q. Did you think that?

A. No, sir.

Q. You simply accepted their offer & bought the goods?

A. Yes, sir.

Q. Between Nov., 1877, the 15th, & Feb. 27th, who else did you buy goods of besides Schott & Feibish & Schott & Co.?

A. Different houses.

Q. Well, sir, who?

A. Here is one, Jettles, Seligman & Co.

Q. Where?

A. Rochester.

Q. What was the amount of that bill?

A. $108.

Q. Who bought that?

A. Myself.

Q. Where?

A. Saginaw.

Q. Of whom?

A. From the agent.

Q. Who else?

A. Hiram Eckstein, of Buffalo, Rice & Wollf.

Q. Who bought those goods?

A. Myself.

Q. Let me see another.

A. U. Klink, Detroit.

Q. Who else?

A. M. V. Borgman, House of Correction.

377 Q. Those purchases were made after the 15th of November—on the 15th?

A. Some were ordered before the 15th; this bill here of Nov. 15th was ordered a few days before; they left the house on that day.

Mr. McDonnell. That bill is dated that day you mean?

A. The bill is dated that day.

Q. Well, the bill dated that day, Nov. 17?

A. Yes, sir.

Q. Now, all of these bills, with the exception of the one from U. Klink & Co., are made out to Schott & Co., of Bay City, are they not?

A. Yes, sir.

Q. That Klink bill is made out to J. P. Leroux & Co.?

A. Yes, sir. I bought that bill when I was here on the 15th of November. I told them of the change of firm.

Q. That Borgman bill is made out on the 17th, & that is made to Schott & Co.?

A. Yes, sir.

Q. What others?

A. R. A. Freund, Dec. 1st, 1877; P. P. Argersinger, Janson, of New York; Lovel & Lambert, of Troy, New York; Rice & Wolff, of Rochister, N. Y.; U. Klink, of Detroit; Cleveland Collarles, of Cleveland; Sweet, Dempster & Co., of Chicago; Eisenstadt Bros., of Chicago; Schloss Bros. & Simon, of Detroit.

Q. These bills are pasted in when you get them, are they not?

A. Not exactly; sometimes I get 3 or 4, & I make them, even if they are not of the same date, so they will come together.

Q. I want you to go back to Feb. 27th. Is this the last?

A. That is the last.

Q. Anything before that?

A. Feb. 29th, N. Burnstine & Co.

378 Mr. McDonnell. That was before you dissolved, was it not?

A. No; this was Feb., 1878, Rice & Wollf.

Q. The last purchase you made of Schott & Feibish was Feb. 27th?

A. Yes, sir.

Q. I want you to give to the reporter the amounts of bills purchased of other houses from Nov. 15th, 1877, to Feb. 27th, 1878, commencing with that one, & just read the amounts.

A. This bill was dated the 28th; it was ordered before.

Q. If that was given before the 27th include that.

A. The order was given.

Q. Well, include that; then give the amount. What was the amount of that bill?

A. $39.18.

Q. Go on.

A. $93.19, $16.15, Schloss Bros. & Simon $19.

Q. I just want the amounts.

A. $32.25, $133.25, $40.05, $28.30, $337.50, $33.50, $21.15, $98.00, $31.46, $72.95, $30.00, $73.12, $101.25, $108.13.

Q. Those are the purchases of your house between Nov. 15th, when your name became J. P. Leroux & Co., & your last purchase of Schott & Feibish outside of Schott & Feibish & Schott & Co.?

A. Yes, sir.

Q. Do you recollect what the condition of your business was on Feb. 27th, 1878; how large an amount of goods did you have?

A. About $18,000.

Q. How much did you owe?

A. About $14,000 to $15,000.

Q. The condition of your business then was about the same, so far as the surplus was concerned, as it was in the November previous?

379 A. Yes; with the addition of a few dollars we made every day.

Q. But generally speaking, there was no material change in the business?

A. Not much difference.

Q. You say in your books of J. P. Leroux & Co. you have no account with Schott & Co., of Saginaw?

A. No, sir.

Q. Have you any account with Schott & Feibish?

A. Yes, sir.

Q. Will you show me your account with Schott & Feibish?

A. Yes, sir (showing a book to the counsel).

Q. Did you not testify yesterday that you bought goods of Schott & Co., at Saginaw?

A. Max Schott?

Q. Well, Max Schott.

A. Yes, sir.

Q. You have an account with him?

A. Yes, sir.

Q. Then there was no such house as Schott & Co. on Nov. 15th?

A. No, sir.

Q. Let me ask you right here—these dates that you have upon this statement A A—what are those dates; what do they represent?

A. Nov. 15th; November 15th?

Q. No, I know what they are? What do they indicate, the date of the receipt or the shipment of the goods?

A. The date of the invoice.

Q. And is the invoice dated to correspond with the shipment of the goods?

A. Yes, sir; all those invoices correspond with the shipment.

Q. They were dated the day the goods were shipped?

A. Yes, sir.

Q. There is one note here which I want to tell you about, the 29th there. It was the 31st.

Mr. McDonnell. It is in the statement the 29th of what month?

A. Of December.

380 Mr. Wisner. Now, the account of Schott & Feibish?

A. There is the account in the ledger, p. 200.

Q. Why did you commence their account on page 200?

A. Go backwards.

Q. Go backwards?

A. If I am buying goods from them I am going backwards. Back here I have the bank account; then I have the bank account right here.

Q. You have Schott & Feibish' account on page 200?

A. Yes, sir.

Q. Why did you not commence it on p. 202 or 203?

A. Because it happened to come there.

Q. You go backwards. There are eight blank pages following 200 & eight preceding it. Can you give any reason for that?

A. It is because when I go to work & commence an account I expect to do more business than I am, & I wanted to leave room to give me a chance to increase my business.

Q. Did you leave 8 pages each side? Was that your object?

A. Well, there it is.

Q. What were those entries?

A. These entries are taken from my journal.

Q. Is this all in your handwriting?

A. Yes, sir.

Q. Have you your journal here?

A. No, sir.

Q. Have you your day-book here?

A. No, sir.

Q. Where are they?

A. In the store—they are home.

Q. Will you produce your journal?

A. I have no objection to furnishing my journal.

Mr. McDonnell. No; you can see it at any time.

Q. I would like to have you produce it.

A. It is in Bay City.

381 Mr. McDonnell. Say you will produce it at some time after to-day.

Q. You have paid these notes, you say?

A. Yes, sir.

Q. Did you pay them with money out of your business, money arising from the sale of your goods?

A. Yes, sir.

Q. Can you state when you paid them?

A. On the day they were due.

Q. They were all paid when they were due?

Mr. McDonnell. At the time Samuel Schott left the Bay City business did you know what were the liabilities of the Bay City house? Did you not ascertain them, in order to arrive at the interest you had in the business, to see what you had to pay?

A. Not at that time; we did that about the month before that.

Q. So you knew the standing of the house?

A. So I knew the standing of the house a month before that.

Mr. McDonnell. We offer the ledger in evidence, with the understanding that we will produce it at the request of Mr. Wisner, and the bill book, & all the books referred to.

The hearing was then adjourned until 2 p. m. January 28th.

382 *Sigmond Rothschild for defence.*

Wednesday, *Jan'y 28th*, 1880—2 p. m.

Sigmond Rothschild sworn on behalf of defendants.

Examined by Mr. McDonnell:

Q. You reside in Detroit?

A. Detroit.

Q. And have resided here for some how many years?

A. 25 to 26 years.

Q. Do you know J. P. Leroux & Co., of Bay City?

A. I do.

Q. Do you know Max Schott, of East Saginaw?

A. I do.

Q. State if you endorsed any paper for Schott & Feibish at the time they compromised with their creditors in the fall of 1877?

A. I have been the endorser of that settlement.

Q. Of the paper given on that settlement?

A. Yes, sir.

Q. In the composition in this court?

A. Yes, sir.

Q. The composition was made on behalf of both firms?

A. Yes, sir.

Q. The composition was made, as you understand it, in the bankrupt court, under the order of the bankrupt court, confirmed by the court?

A. Yes, sir.

Q. After that composition was had, state if you were at Bay City and saw J. P. Leroux at any time the same fall.

A. Yes, sir; I have been in Bay City very often that fall, because I am doing business in the Saginaw Valley.

Q. Did you have any paper from Schott & Feibish at the time of your endorsing the composition paper for them?

A. Yes, sir.

Q. Have you that agreement with you?

383 A. That agreement is in your hands.

Q. Look at that paper & see if it is the agreement (handing a paper to the witness).

A. I brought that here, I know it is it; yes, sir.

Mr. Dickinson. You took it before you signed the notes.

A. The day before I signed the notes; yes, sir. The agreement was entered into.

Mr. McDonnell reads the agreement to the witness, which is as follows:

This agreement, made the 13th day of November, A. D. 1877, by &

between Messrs. Schott & Feibish, of Detroit, & Messrs. Schott & Co., of East Saginaw, parties of the first part, and Sigmonds Rothschild, of Detroit, Michigan, party of the second part.

Whereas parties of the first part have obtained a composition in the bankruptcy court for the eastern district of Michigan, at 35 cents on the dollar, according to the commercial paper to be indorsed by the said party of the second part, which composition has this day been recorded in said court, the record of which and the proceedings therein referred to for greater certainty:

Now, in consideration of the endorsement of composition papers by said party of the second part, it is agreed by & between the parties hereto 384 that parties of the first part shall account to & pay over to the party of the second part all the commercial paper & money or other proceeds of the stock in trade of parties of the first part at Detroit and East Saginaw, respectively; or of the business carried on by them, including all moneys & paper received for stock or accounts now on hand, and also for further stock put into said business, which money & paper said second party shall hold & own for his security & protection & indemnity against said liability, by reason of his said indorsement.

It is further agreed by party of the first part, on consideration of the premises, that they will, on demand, execute & deliver unto said party of the second part bill of sale, chattel mortgage of all their stock and property of every name & nature as such security.

In witness whereof the parties hereto have hereunto set their hands and seals the day & year first above written.

P. H. FEIBISH. [SEAL.]
SAMUEL SCHOTT. [SEAL.]

Q. This is the paper given to you?

A. I would not have endorsed without my attorney had made out that paper, this is the attorney that made the paper (referring to Mr. Dickinson.)

385 Q. After that paper was delivered to you and after your endorsement of the commercial paper with which the composition was effected and completed state if you were at Bay City.

A. I have been at Bay City.

Q. & was Leroux there?

A. I seen Mr. Leroux there often in the city; I was there every month in the city that fall.

Q. State if you had any conversation with him in reference to buying goods from Schott & Feibish.

A. I do.

Q. When was that?

A. That was a few weeks after signing this paper.

Q. Do you remember what month it was?

A. November.

Q. 1877?

A. 1877.

Q. State the substance of the interview?

A. The substance of the interview was this; I knew Mr. Leroux was a customer of Schott & Feibish's; & I did not want my endorsement on so many papers floating all over the country. I had my attorney to bring notice to each creditor that I would pay them; that is, discount them; & I told Leroux if he could buy goods of Schott & Feibish as cheap as anybody else, and could buy them so as not to cripple himself on it, he should buy of Schott & Feibish, and at the same time he could give his paper & it would help me to wipe out my endorsement on their liability to the creditors.

Q. On the composition?

A. Yes, sir; they were divided into small pieces, each account
386 was divided off into 4 little notes; there are hundreds of them out. He
says: "Mr. Rothschild, I will buy whatever I can use, but I will not cramp myself, & if they give me on a little winter stock, or overcoats & things of that kind, good time, I may take more than I would buy otherwise, provided they would give me time."

Mr. Dickinson. Will you state whether you had sent notice to all the creditors to send in their paper?

A. I have.

Q. Do you know whether any of these creditors who afterwards launched the proceedings out of which this suit grows were creditors of the old firm?

A. Certainly they were.

Q. They took this paper with your endorsement for 35 per cent.?

A. They did.

Q. It is stated in this testimony at Rochester that you suggested, or that the idea came from you to these creditors who then compromised with Schott & Feibish, and who afterwards launched the proceedings against them that you urged them to take extra paper of Schott & Feibish's at the time of the settlement.

A. No, sir; I never did.

Q. When did you first know anything of that kind had been done?

A. The day I signed the papers I went to New York. Mr. Hosmer over in your office was making out these papers & made me sign papers there
for 3 hours. I left on the 12 o'clock noon train & I signed all these
387 papers, between 9 & 12, signed my endorsement to them. I left
with my wife; when I returned, three or four weeks afterwards, I called at Sam. Schott's to find out how his state of affairs were going, to find out what his stock amounts to, & so on, and Mr. Schott revealed to me then that his creditors took private papers without my knowledge.

Q. For more?

A. Instead of 35 they took as high as 80 & 131 per cent.

Q. You mean that they got Schott & Feibish to give them more paper in security?

A. Yes, sir; each one had a settlement.

A. Give the names of those?

A. Levi & Co., Michaels, Rindskoff Bros. & Co., of New York, Hays.

Q. Ferdinand Hays & Co.?

A. Yes, sir; lots of them. Oppenheimer, Hays & Co., H. Michaels, Steisnmore & Behr, Rothschild Bros. & Goodman.

Q. Of which Barney Rothchild is a member?

A. No; he is a member of M. Levi & Co., that is where Barney Rothschild is a member. Well, I can't remember for over two years which firm had them.

Q. Did they have a large number of other creditors who did not get private papers?

A. Yes, sir.

Q. And who of the creditors with reference to the parties who have launched this proceeding got paper?

A. Michaels, Levi, & Hays.

Q. Do you swear that the first you knew of their having extra paper, was after you had endorsed the paper after having returned from New York?

A. That is the first I knew of their having paper; I will remark
388 one thing, that Lichtenstein said he ought to have some extra payment beside the other creditors, & I told him, "Mr. Lichstein, if you claim anything more than this I don't want anything to do with it, because this is a proceeding in bankruptcy where you all take an equal chance," that is the only man who made an attempt to get extra paper.

Q. Did you take all that compromise paper?

A. Every dollar of it.

Q. Do you know whether they knew of this agreement by which Schott & Feibish were to give you commercial paper to secure you?

A. I told it in the Russell House; I did not think they were worth that amount of property at the time the settlement was proposed; they sent for me in the Russell House.

Q. When the bankrupt composition was pending?

A. Yes, sir; when the composition was pending, & they sent for the creditors here, & Mr. Michaels was there, Mr. Lichtenstein was there, Mr. Levi was there, Mr. Butzel was there, Mr. Schloss was there, & several others, & they sent for me to come; 5 or 6 of the creditors were in the room; they told me then that they had agreed upon a settlement, but the only thing that was lacking was an endorser, and they could not to go New York and get enough to make up the composition, as it took a majority to get a settlement in the court unless they could presenta a good en-
389 dorser they were afraid they could not get it, & they told me that if I would endorse I was perfectly secure; that the stock Schott had here & in Saginaw, would perfectly secure me as an endorser. They then gave me the inventory of the stock; it was laid before me, but on that I emphatically declined. I did not see security enough to sign $1,600 or $18,000 worth of paper; they then told me that was the only way the man could be helped, that the stock was taken cheap, but they were all satisfied; there was not much more than enough, I think; I finally said, I will sign this paper, take my security on what stock he had got there.

Q. Who asked you to endorse the paper, Schott & Feibish or the creditors?

A. The creditors.

Q. Did Schott & Feibish ever ask you?

A. Not directly at that time. Mr. Schott came to me in my store this day & said everything was in order, but they wanted to find a man to sign; he did not say to us I want you to sign, but they wanted me to be prepared for an endorser.

Q. You sent notice, as I understand you, to these very creditors to send back the paper; you wanted to discount it?

A. The office of Griffin & Dickinson sent the papers out; it was a printed form, requesting these gentlemen, if they were willing to discount this paper, to send it back to Mr. Hosmer and they would get their money for it.

Q. You proposed to discount the paper?

390 A. The paper?

Q. Did you discount & pay all the paper?

A. I discounted the majority; some I would not, some would not take that.

Q. Do you know, speaking particularly with reference to these Rochester creditors, that they got your notice that you were ready to discount it?

A. I know it in not better way than some of them expected it and some didn't.

Q. You have all those notes, have you, that were given in that settlement?

A. I think I have, & the signatures of each creditor is on the notes.

Q. How much did you pay, in round numbers, on that composition?

A. $16,000 to $17,000.

Q. Will you state whether, in paying the money on that composition, you used any paper that you received from Schott & Co., or from Max Schott, or from Leroux?

A. Yes, sir; I have taken papers from Schott & Feibish for the purpose of paying Schott & Feibish's papers with my endorsement.

Q. Did you take Schott & Feibish paper?

A. I have taken Leroux & Schott paper for the purpose of paying my endorsements; I have taken Mr Schott's paper and Mr. Leroux's paper for the purpose of paying the other paper.

Q. Paying the compromise paper?

A. Yes, sir.

391 Q. You never took any chattel mortgage or bill of sale, but simply took the proceeds of their business?

A. No, sir.

Q. Did you ever take any chattel mortgage or bill of sale?

A. No, never did.

Q. What did you use there from Schott & Feibish towards paying their paper?

A. Some of their business paper.

Q. Did you ever receive anything from Schott & Feibish in any way, manner, or form that you did not apply to the payment of Schott & Feibish's debts?

A. I never did; I have a statement of all I paid.

Q. Have you that statement there?

A. Yes, sir.

Q. What was it?

A. The money that I paid, & the notes that I have received.

Q. This is the true statement of it?

A. Every cent of it.

Q. On the left side is what you paid out?

A. Yes, sir.

Q. And on the right side is what you received?

A. Yes, sir.

(Paper offered in evidence, & marked "Exhibit W.")

Q. On this statement is shown, on the left-hand side, the money you have paid to the parties; but I think you said each party held four notes, so, then, you have paid 4 times more than there appears names on Exhibit W?

A. Yes, sir; but the amount is correct 4 times the number.

Q. Did you ever cause Schott & Feibish to sell any goods to any one under a fair profit—under cost?

A. No, sir, I did not.

Q. For the purpose of getting these notes or any other?

A. I have not.

Q. You have notes here in your possession on that you have paid?

A. I have notes right here with me which is a copy of this.

Q. That have all been paid?

A. Yes, sir.

392 Q. Vouchers for the amounts which are on the left-hand side of the paper?

A. Yes, sir; I may have one or two pieces at home that I haven't in there in the envelopes, but they are paid; nobody claims that they are not.

Q. & I think you paid nothing or allowed any to be paid, so far as you know, of the spurious paper that exists; you paid nothing except what is on the book?

A. I won't say that; by mistake there were a couple of notes paid Michaels; it was paid when I was away.

Q. Did you pay any more?

A. No, sir.

Q. You paid nothing else, except 35 per cent. of the paper?

A. That is all.

Q. Don't know that it was paid at all?

A. Don't know anything about it.

Cross-examination Mr. WISNER:

Q. Sam. & Max Schott are relatives of yours, are they not?

A. Yes, sir.

Q. What relation are they to you?

A. Cousins.

Q. When did you first commence to take up this compromise paper?

A. Right after it was made.

Q. How soon?

A. Some of them in the city did not take the paper at all; took the money; & some of them had to go fine—well, I could not tell you; some of the paper was taken up while I was in New York. I remarked to you that the same day they were signed I left for New York, & when I was in New York the papers came back—some of them.

393 Q. How soon after the compromise paper was signed was this notice sent out?

A. Accompanying the notes.

Q. They commenced to come in at once?

A. Yes, sir.

Q. Then you took up some of these notes before you received anything from Schott & Feibish?

A. Exactly; some of them.

Q. When did you first receive paper from Schott & Feibish?

A. In the same month; in the month of November; a little after I came from New York. I cannot give the dates exactly. I did not get this paper all at once.

Q. Do you recollect that you received from Schott & Feibish, or J. W. Smith, *or J. W. Smith* funds first?

A. I recollect receiving the J. W. Smith paper; whether I received that first I could not say; from memory I could not say; if you will allow me to go for my books I can give you the dates; I will make another statement & give you the dates.

Q. But I want it in evidence in the case.

A. Let me finish so far as you can go & I will get it.

Q. Who was J. W. Smith?

A. Mr. J. W. Smith was a gentleman who used to be in the furniture business in former days.

Q. You received from Schott & Feibish $9,000 of his notes?

A. Correct, sir.

Q. Made by him payable to the order of Schott & Feibish?

A. I don't know how they were paid; I don't remember.

Q. Were they endorsed by any other person?

A. No, sir; not by anybody else.

Q. Was there anybody's name upon those notes except J. W. Smith's?

A. I could not tell you; they were J. W. Smith's notes.

394 Q. Can't you tell?

A. I can't tell.

Q. Have you any means of ascertaining?

A. I believe I have.

Q. What?

A. I believe Mr. Smith would know it; he has got the notes.

Q. Don't you know, then, whether J. W. Smith's notes were made to Schott & Feibish, and endorsed by them, or not?

A. I don't know.

Q. Will you let us know?

A. I say I have not got them any more.

Q. You have nothing in your possession that would give you that information?

A. No.

Q. Did Smith pay those notes?

A. Yes, sir.

Q. How did he pay them?

A. In the Merchants & Manufacturers' Bank; some of them he paid in the store.

Q. What business was Smith in when he got those notes?

A. In the clothing business.

Q. Where?

A. In the Merrill Block.

Q. He had, previous to that, been in business with C. R. Mabley, had he not?

A. Yes, sir; advertising, I believe he called himself, for Mabley.

Q. These notes were all made after the 15th of November?

A. I could not give you the date; they must have been after that.

Q. Those notes were paid by J. W. Smith in money?

A. Undoubtedly.

Q. What do you mean by money; do you say that?

A. No; I say some of them were paid in the Merchants & Manufacturers' Bank.

Q. They were paid in money?

A. I don't know. I received the money. If you asked me the question whether they were paid, I say, yes; whether in money or not, I can't say.

395 Q. Did you receive that whole $9,000 in money for those notes?

A. Yes, sir.

Q. For all of them?

A. No; not all of them, because Mr. Smith had paid some of them when he

Q. Do you know where Smith got these goods to carry on business with?

A. From Lake Superior, & he was buying from Schott & Feibish goods to keep his stock complete so as not to be stopped.

Q. From whom did those goods come from Lake Superior?

A. F. Schott.

Q. Another brother?

A. Yes, sir; was in the city 5 years.

Q. Where was F. Schott at the time these goods came from Lake Superior when Smith got the goods?

A. He was living up there with his family yet.

Q. Where?

A. Ishpeming.

Q. In business there?

A. Clothing business ever since 1873.

Q. Did Smith buy those goods of him in 1873?

A. No, sir.

Q. When did he buy them?

A. He did not buy them.

Q. How did he get them?

A. I will explain it to you.

Q. I wish you would.

A. Mr. F. Schott was living up in Ishpeming; he had no business whatsoever after the mining business fell off, & Mr. F. Schott was buying also goods of Schott & Feibish (formerly Schott & Co.), of Saginaw; they sold him goods, & he was giving them notes, and Mr. Schott never could pay any of the notes to Schott & Co., of Saginaw; they came to me, & asked me to discount the notes for them, & I did so. They said they could give me papers of Pick, of Muskegan, & Schott & Co., of
396 Bay City, papers of Mr. S. Schott to help them, but this Mr. F.
Schott could not pay any more of his paper. In 1877 the mining business was dead; he could not do anything, & he was writing a letter down to me to tell me, for God's sake, where he could get a place to go to sell his goods, as he was eating up his entire stock. I received that letter; at that time Mr. Mabley was in Europe, & Mr. Joshua Smith had a little fall out with a man by the name of Hudson, who was running Mr. Mab-

ley's store, & he told me about it, & he says if Mr. Mabley had been here this would not have occurred. I don't know what I am going to do. I says, "By God, you are just the man I want to see. You are good at dickering & trading. Now here is a man with a stock of goods 4 years in Lake Superior, & he writes to me that he can't sell them, and unless he can do something, he will eat it up. Go up there & sell that stock of goods." He says if there is no money there as he writes to you, and the mining business is not worth anything, there is no use my going up there. Let that stock be sent down here to Detroit. I am better known in Detroit & Michigan than anywhere else. Joshua Smith says so. I says "I don't know whether the man is willing to send the stock of goods, & sell
it here, but I will see." I telegraphed to the man up there, & the
397 man says he would sell the goods down here. The stock of goods
came down, addressed to me, in the month of August some time;
everything is on record here—bill of lading and all.

Q. In 1877?

A. 1877, August.

Q. What was the amount of that stock?

A. About $12,000 or $13,000, but not worth it. It inventored that; it was reduced down to $10,000; goods had dropped & it was a very old stock. Smith says when he opened the stock in the store (there was no shelving, no counters), he says "Mr. Rothschild, I can't sell that stock of goods without I have some decent goods in with them." I says you buy a few thousand dollars of good goods with it, then you make a noise. Smith went & bought of Heineman & Butzel & the Rochester parties. The same party, all these men, and told them & they came to me & I told them it was all right. He bought goods in Rochester. They were all after him to sell goods to him.

Q. Bought in your name did he?

A. Yes, sir; because he could not buy them in F. Schott's name.

Q. Could not buy in J. W. Smith's name?

A. I could not say.

Q. Was not worth any property?

A. He could buy goods to-day.

Q. Hadn't any property, had he?

A. I don't know.

Q. Don't you know that he was bankrupt?

A. No; I knew that Smith had failed about four or five years prior, but
he paid 100 cents on the dollar. I considered him a very honorable
398 man, he bought goods for Sigmund Rothschild; and Mr. Smith was
selling goods right along and all I wanted, so far as I was concerned,
was to give him money enough to pay for those bills which he was responsible for, & he paid all these bills for which I was responsible, and when he was paying them he was selling some old goods & some new, but stood as far as F. Schott was concerned just where he was before; that went on for months after I had signed this composition in the month of November. It was three or four months after Smith had gone into business. And Schott & Feibish says to me one day why can't Smith buy goods of us and give us his paper which you can use. I told him it did not make any difference so long as you give me paper which I can safely discount & take up the composition paper with. I am perfectly satisfied with it. One day he

talked with Smith and Smith came & talked with me about it. I told Smith if you buy goods of them you give them your notes & I will take the notes because I know you will pay them. I needed the notes because I wanted to pay up $15,000 or $16,000 of Schott & Feibish's paper.

Q. In that way then you received from Schott & Feibish about $9,000 worth of notes of J. W. Smith?

A. Yes, sir.

Q. And what paid for the Fred. Schott stock?

399 A. Mr. Smith bought the balance of the stock and then Mr. Smith came to me the second time after Schott & Feibish' notes were paid & wanted to go East & buy a stock again. I told him that for me I was done with the clothing business. I had stock & then Fred. Schott had no other show but to sell out.

Q. Did Schott sell to Smith?

A. Smith & somebody else.

Q. Smith & Freund?

A. Yes, sir.

Q. Do you know what they paid?

A. I did at the time; I could not say to-day.

Q. Did they not give their notes for the goods?

A. Yes, sir.

Q. Did they give their joint notes on the note of J. W. Smith?

A. I never had one of those notes in my hand.

Q. Isn't it a fact that J. W. Smith gave his notes to Fred. Schott for that stock of goods, and they were turned over to Schott & Feibish, & Schott & Feibish gave the J. W. Smith's notes to you?

A. No; these $900 of notes, which was for goods bought from Schott & Feibish by Smith prior to Smith's purchase, these books will show, & the books of Schott & Feibish will show how it stood.

Q. Do you recollect when the J. W. Smith notes reached you?

A. The date?

Q. Yes.

A. No; I cannot recollect.

Q. Your books show that?

A. I have got a little book where I keep all of these matters.

Q. Where did the Max Schott notes begin first to come to you?

400 A. I suppose as fast as he sends them to the firm of Schott & Feibish.

Q. Don't you remember?

A. I could not tell you every date.

Q. I ask you if you recollect?

A. No; I don't recollect the dates.

Q. That answers it?

A. It was in the fall of 1877.

Q. All the notes you got from Max Schott came to you in the fall of 1877?

A. I did not get any from Max Schott.

Q. You got them from Schott & Feibish?

A. Yes, sir.

Q. Did you get all those notes in the fall of 1877?

A. All of them; yes, sir.

Q. And the Leroux notes you received in two batches, didn't you?

A. I can't tell you how I received them; I guess he brought me one batch of notes from Leroux to the amount of $5,500.

Q. Does your book show when he brought you those notes?

A. Yes, sir.

Q. Give the date of the notes.

A. Undoubtedly.

Q. Did it?

A. Yes, sir.

Q. And the amount?

A. Yes, sir.

Q. Will you give those notes.

A. I will add a statement to-morrow—a memorandum of every note, & I will add it right here.

Q. This is imperfect. This don't give any information at all.

A. I did not prepare this for this case. It was made to use before Hovey K. Clark.

Q. I want to ask you whether it is not a fact that J. W. Smith took up his notes that you had signed by Samuel Schwab?

A. No, sir.

Q. Is it not a fact that the notes given by Samuel Schwab for
401 the purchase of that stock of goods came into your hands?

A. No, sir; I never in my life had a note of Samuel Schwab's.

Q. Were they not in your store?

A. I don't know; I don't believe they were or I would know something about it.

Q. Do you recollect when Samuel Schwab was here?

A. Oh, yes; I attended the wedding.

Q. Do you recollect when he was examined in his case against the marshal in Mr. Dickinson's office?

A. No, sir.

Q. You say you never had the Schwab notes in your possession?

A. I never had the Schwab notes in my possession.

Q. Then if Schwab testified you had those notes, & he paid them to you, he lied?

A. I don't know whether he lied about it. I did not pay them to him.

(Question repeated.)

A. Yes, sir.

Q. At the time the compromise was proposed, in November, 1877, these creditors sent for you and you went to the Russell House?

A. Correct.

Q. And they told you they had agreed on a compromise of 35 cents on the dollar?

A. They did.

Q. You examined the condition of Schott & Feibish, Schott & Co.; you saw their assets would not amount to 35 cents on the dollar?

A. No, I did not say that; I had not examined their condition. I had the statement they had before them, the creditor's statement.

Q. Didn't they state to you at that time that the debts of Schott & Feibish and Schott & Co. amounted to $47,000?

402 A. Something like that.

Q. And that their assets were between $13,000 & 14,00'?

A. That is the second failure you are referring to?

A. No; I am not.

(A paper is here shown to the witness, being a part of the files.)

A. Assets, $4,340; liabilities, $10,879, making in both firms $47,693 of debts and $13,867 of assets.

Now, the assets of those bankrupts were less than 30 per cent. of their debts.

A. That is what I claim.

Q. That is what you claimed when they told you that they had agreed upon this compromise?

A. Yes, sir; that is what I claimed; it was not enough, but they said that the stock was taken too low.

Q. And they told you that the stock of the two houses would secure that compromise?

A. Yes, sir; exactly.

Q. And you agreed to endorse & look to that for your security?

A. Certainly.

Q. And upon that you signed this compromise paper as endorser?

A. Upon that I promised to sign it. I did not sign it till long afterwards.

Q. Subsequently you did sign it?

A. Yes, sir.

Q. Do you know whether Schott & Feibish gave all the papers they got from Leroux & Max Schott to you?

A. I don't know; I know they did not.

Q. Then you know they did not?

403 A. Well, I learned it afterwards; at the time I did not know anything; I learned it afterwards at Hovey J. Clark's, in your presence.

Q. You know that Schott & Feibish commenced buying goods right away after the compromise was fixed up?

A. I think they had bought goods before the compromise.

Q. They continued buying right after?

A. No, before.

Q. They continued buying before?

A. I told you before & after; undoubtedly they must have bought it.

Q. Did you know on what terms they were buying?

A. I did not; I never was present at any purchase.

Q. Did you know whether it was to be cash or credit?

A. I did not know.

Q. You knew they were not buying for cash?

A. I knew their condition was not to buy for cash.

Q. Did you know what the usual credit in their business was?

A. Yes, sir.

Q. What?

The ordinary credit was 4 to 6 months; mostly at 4; some at 6 months;
some of them sell 4 & some of them six months, & dated ahead. I don't
know; they suit their own convenience. A man sells a bill in April and
dates the bill in June. I always hear them talking what a hard-
404 ship it is in the composition they have; that is, that they have to do
it; that is, four months means six months; six months means nine.

Q. Where is Sam. Schott now?

A. On the road selling goods for parties.

Q. He is a travelling man?

A. Yes, sir.

Q. Selling goods for Detroit houses?

A. On commission mostly.

Q. For Detroit houses?

A. For other houses, too, I believe.

McDONNELL. The $9,000 on Exhibit W, notes of J. W. Smith, were given for goods purchased from Schott & Feibish by Smith, and by them given to you and turned over by you to pay these composition notes?

A. Yes, sir.

Recross-examination:

Q. Were you often in Schott & Feibish' store after the compromise?

A. No; only once.

Q. Did Schott & Feibish in effect take care of all their compromise paper so as to save you harmless?

A. Yes, sir.

Q. You lost nothing by the endorsement?

A. Lost nothing by the endorsement.

Mr. McDONNELL. As an inducement for you to endorse the composition paper, you say that they told you that the inventory of the goods of Schott & Feibish & Schott & Co., which represented their assets, was too low?

405 A. Well, taken as they are generally taken when a man fails & takes an inventory, taken for the purpose of getting a cheap settlement.

Q. What did they represent the true value of the assets to have been about?

A. They said the stock was not taken at its half value.

Q. It was taken at its value, what it would realize at a forced sale?

A. At a forced sale.

The hearing was here adjourned until 9 a. m. to-morrow morning.

Ignatz Piak, for defence.

THURSDAY, *Jan. 29th*, 1880.

IGNATZ PIAK sworn on behalf of the defense.

Examined by Mr. DICKINSON:

Q. How long have you lived in Bay City?

A. For a number of years.

Q. Where were you doing business in 1877 & 1878?

A. In 1877 I was in Muskegan, Mich.

Q. What business were you engaged in?

A. In the clothing business.

Q. Where did you buy your goods?

A. In 1877?

Q. Yes. How long were you in business in Muskegan?

A. Went there the first of May, 1875.

Q. What business were you in from that time?

A. I commenced in 1875 in the clothing business. I was in it in 1875 & 1876, and part of 1877.

Q. What became of your business?

A. I failed in 1876. The first of May, 1875, I commenced business, & in May, 1876, I failed.

Q. From whom did you buy your goods, largely?

A. The most of my goods in 1875, from Schott & Feibish in Detroit.

406 Q. At the time you failed how much were you owing them?

A. $9,900.

Q. How much did they realize?

A. Fifty cents.

Q. That was all they ever got, was it?

A. That was all they ever got.

Q. Where were they doing business when you got goods of them?

A. In Detroit.

Q. Whereabouts?

A. On Woodward avenue, I think. Yes, sir; I am positive on Woodward ave.

Q. How long were you in making that account?

A. I was making that account from the first day of May, 1875, until about the first of May, 1876.

Q. I think they took proceedings in bankruptcy against you?

A. Yes, sir.

Q. Arrest you?

A. No, they did not arrest me; they closed the store. Schott & Feibish closed up the store, and got a warrant out for me and the matter was closed for fifty cents.

Q. From whom else did you buy goods?

A. At that time?

Q. While you were in business.

A. Wilde & Dreyfus, Simon Chinowichen, in Boston, Leiberman, in Chicago, and I bought of Eisenstodt Bros.

No cross-examination.

Max Schott.

MAX SCHOTT sworn on behalf of defendant.

I live in East Saginaw at the present time.

Q. You are the Schott of Schott & Co., of East Saginaw?

A. I am the Schott from Schott & Co., used to be Schott & Co.

Q. You are a brother of Schott, of Schott & Feibish; was he a member of that firm?

407 A. He was.

Q. Will you state when you dissolved business with Schott & Feibish—dissolved partnership?

A. You mean from the store in East Saginaw?

Q. Yes, sir; when you dissolved partnership with Schott, of Schott & Feibish?

A. Sam. Schott had an interest there; Schott & Feibish had nothing to do with the business.

Q. When did you dissolve the business with Sam. Schott?

A. After the failure in 1877.

Q. They had a failure?

A. Yes, sir.

Q. Will you state whether at the time of the bankruptcy of the failure you or Schott & Co. were insolvent, or how was that?

A. At the time Schott & Feibish failed in 1877 Schott & Feibish owed me money, & I had to fail too.

Q. That is what carried you down?

A. That is what carried me down.

Q. What was the interest of Sam. Schott at that time in the business of Saginaw?

A. He had nothing; because he always had drawed so much money he was always short in Detroit; there was money coming to me.

Q. When did the business of Schott & Co. commence in Saginaw?

A. We commenced business in Saginaw in 1867.

Q. Sam. Schott & you?

A. Sam. Schott & myself.

Q. What was the interest of each?

A. We had a good name.

Q. Did you make money there?

A. Made some money there; yes, sir.

Q. What was your interest in the business, & what was Sam. Schott's?

A. Equal interest.

408 Q. At the time of the failure the rights in the profits was the same of each; had a half interest, you mean, at the time of the failure?

A. Yes, sir.

Q. You say Sam. Schott had continued to draw money out of the business?

A. Yes, sir; until he failed.

Q. Until the failure of Schott & Feibish?

A. Yes, sir.

Q. That carried you down, that amount of money?

A. Yes, sir.

Q. Do you say Schott & Feibish owed you?

A. Schott & Feibish owed me money.

Q. Sam. Schott overdrew his account in Saginaw?

A. Yes, sir.

Q. You say Sam. Schott owed you money?

A. Schott & Feibish also.

Q. For what; for money loaned?

A. For money loaned.

Q. About how much did the two owe you, over & above Sam. Schott's interest?

A. Between 3 & 4 thousand dollars; I can't say exactly.

Q. Did Sam. Schott have anything to do with the business up there, personally, at any time after the formation of the firm of Schott & Feibish?

A. No, sir; I kept charge of the business in East Saginaw.

Q. After the failure you took to the thing yourself, didn't you?

A. Yes, sir.

Q. You went on & carried on the business yourself?

A. Went on & carried on the business under my own name.

Q. Did Sam. Schott have anything to do with the business?

A. No, sir.

Q. Where was that business carried on by you in East Saginaw?

A. Genessee street, 207.

Q. Who owned that store?

A. Jesse Hoyt.

Q. Of whom did you rent?

A. Rented of his agent.

409 Q. What was the rent you paid?

A. One thousand dollars.

Q. Who rented it; you or Max Schott; did Max Schott rent it?

A. I rented it in 1874, I guess, or in 1877 or 1876. I rented it there. It was Schott & Co. then, & afterwards, when Schott & Co. failed and Schott & Feibish failed, I told Mr. Bartlett to make out the receipt in my name.

Q. After that it was in the name of Max Schott?

A. Max Schott; yes, sir.

Q. At the time the marshal came there to take possession did you have goods in the store which you had bought of other parties?

A. Yes, sir.

Q. About how many in value?

A. I could not tell exactly how many but I had a good many goods in the house besides the Schott & Feibish goods.

Q. About how much in value; about? You need not be exact.

A. About $10,000 or $12,000 besides.

Q. Will you state with whom else you did business besides Schott & Feibish?

A. Dealt with different parties.

Q. Give us the names. I suppose they are different parties.

A. Rice & Wollf, of Rochester; Eisenstodt Bros., I Kauffman, of Detroit; N. Burnstine——

Q. Detroit?

A. Yes, sir; and many others. I don't remember any more. I guess I can see it at home in my books.

Q. Will you state who took these goods away from you at the time of the seizure?

A. U. S. Marshal Matthews.

410 Q. Any one else acting with him?

A. Mr. Rothschild was with him.

Q. Barney Rothschild?

A. Yes, sir; and the United States deputy marshal from East Saginaw.

Q. What was his name?

A. Wells.

Q. Will you state what they did?

A. They came in the store between 12 & 1 o'clock——

Q. In the day-time?

A. Yes, sir.

Q. Gennessee street is the principal street in East Saginaw?

A. Yes, sir; and the U. S. marshal came in with Barney Rothschild, says, "This is Barney Rothschild; all right." The United States marshal *re*presents me a paper & says he has been from the United States court to seize my stock away. I says, gentlemen, at th*at* time I can't do anything. I will first telegraph my counsel. I telegraphed Mr. Moore, in Saginaw City, to come over & see if the papers were correct.

Q. The Hon. John Moore, of East Saginaw?

A. John Moore; John Moore looked the papers through in the presence of the marshal. He says, you take these goods under protest, & he commenced to take the stock.

Q. Took possession of the store?

A. Yes, sir. I was hindered in my business; could not do anything.

Q. How long were they in possession?

A. From Friday up to Monday noon.

Q. What effect did this have upon your business?

411 A. This had so much effect that I could not do any business and threw me out of business.

Q What effect has it had on your business since?

A. Effected my credit a great deal.

Q. Affects your standing where you did business?

A. Yes, sir.

Q. Keep people from coming there?

A. Yes, sir; afterwards I commenced with a small stock & I lost pretty near all my business.

Q. Will you state whether the marshal took out of that store all the clothing you had?

A. He took every clothing.

Q. Including this you had bought of other parties?

A. Yes, sir; old stock, new stock, and everything.

Q. Just gutted the store?

A. Yes, sir.

Q. You afterwards sued them for breaking into your store?

A. Yes, sir; in East Saginaw.

Mr. DICKINSON. This record we shall put in evidence.

Mr. WISNER. It is set up in the bill & admitted by the answer.

Mr. DICKINSON. There are some things in it not admitted by the answer.

Q. Were you and Mr. Schott present in court at any time when the case was assigned and set for trial in November?

A. Yes, sir.

Q. Who was present representing the other side?

A. I seen Mr. Wisner, from the firm of Draper & Wisner.

Q. That was at the Sept. term of 1878?

A. I think so; I can't remember.

Q. The first day of the term at the opening of the court or thereabouts?

A. Yes, sir.

Q. Who was present representing you?

412 A. Mr. Paine & Mr. John Moore.

Q. Do you know what was done when counsel were present—what was done with the case as to the assignment of the case for trial?

A. The case was adjourned, I think, or something like this.

Q. Were these goods ever restored to you?

A. No, sir.

Q. Ever any amends made to you for breaking up your business; get any remuneration or compensation from anybody?

A. No, sir.

Q. Will you state whether the goods were in that stock, bought of other parties at the time the marshal seized, had been bought or paid for by you, or have been since paid for by you?

A. They were not all paid for.

Q. Have they since been paid for?

A. Yes, sir.

Q. Everything?

A. Yes, sir.

Q. Have you succeeded, notwithstanding the seizure, in paying everything up, except for some of the Schott & Feibish goods, all your other debts?

A. They have all been paid since that time.

Q. Have you got any statement to show the amount of goods you got from Schott & Feibish?

A. The books will show them at home; I have not got them with me. I can produce them.

Q. Do you know the amount of goods you bought of Schott & Feibish?

A. The amount, I guess, is between $7,000 & $8,000.

Q. From the time of the two failures after you opened business for yourself in Saginaw?

A. Yes, sir.

413 Q. Will you state what, if anything, was said to you by anybody about buying as many goods as you could from Schott & Feibish for the purpose of giving your paper?

A. Yes, sir; Mr. Sam. Schott came to me after the failure—he says, if I could use goods——

Q. After the failure or settlement?

A. After the first failure & settlement in 1877.

Mr. WISNER. After the composition?

A. After the composition. Sam. Schott came & asked me if I could use cheap goods; I says, "Yes, if I can get them on time;" he says he has got some goods on hand. I should come down to see his goods. I should give a little extra time if the price suits you. I should buy some; & I came down & bought some goods of him, and he says he has some certain papers he wants to wipe out—his composition papers.

Q. Did you ever buy any goods of him under the cost value?

A. No, sir; not that I know of.

Q. Did you ever buy any goods of Schott & Feibish without paying them a profit?

A. I always paid a profit for goods.

Q. Did you ever buy a dollar's worth of goods of Schott & Feibish without paying them a profit on the cost thereof?

A. Please put the question again.

Q. Did you ever buy any goods of Schott & Feibish without paying them or giving them notes for a profit over the cost?

414 A. No, sir. After I bought goods to a certain amount Sam. Schott came up to settle with me, & he says he sold me the goods at Eastern cost, and all what he wanted was ten per cent. for his profits & I paid him ten per cent.

Q. In addition to the cost?

A. In addition to the cost.

Q. Have you ever bought goods in any other way than you have just stated? Have you ever bought goods of Schott & Feibish at any less than the cost of the goods and a profit added, except in the way you have just stated?

A. No.

Q. Will you state whether you ever got a dollar's worth of goods for which you did not give either cash or your paper?

A. I did not.

Q. Of this paper you have given—how much have you paid?

A. I have paid pretty nearly all, I guess, except one or two notes.

Q. That you have renewed?

A. They were protested at the time the United States marshal was taking away my goods.

Q. All the rest were paid to Schott & Feibish?

A. Yes, sir.

Q. & paid by you?

A. Yes, sir.

Q. Did you ever fail in business before you were carried down by Schott & Feibish, did you personally?

A. No.

Q. Did you ever get a dollar's worth of goods of Schott & Feibish with the understanding that they were letting you have them with the intent to cheat their creditors?

A. No, sir.

415 Q. Did you ever take a dollar's worth of goods of Schott & Feibish with the understanding you were to aid in cheating or delaying the creditors?

A. No, sir.

Q. In buying these goods from Schott & Feibish, did you get the usual time upon the purchase?

A. I did get the usual time; O, yes, sir.

Q. You had the notes, I believe, which you have paid?

A. I have got some of them.

Mr. Dickinson calls for the production of the books of Schott & Feibish for examination at the next adjournment, and states that the books are in the hands of the complainant.

The further hearing was adjourned until 2 p. m. of Saturday next.

Sigmond Simon, for defence.

FEBRUARY 4TH, 1880.

SIGMOND SIMON sworn on behalf of defendant':

Q. Where do you live?

A. I live at 185 Jefferson avenue.

Q. How long have you lived in Detroit?

A. I have lived in Detroit 22 years.

Q. Been in the clothing business here?

A. Yes, sir.

Q. You are a member of the firm of Schloss Bros. & Simon?

A. Have been until a few weeks ago.

Q. State, if you please, who were the largest wholesale dealers in the city of Detroit in 1875, '76, '77, '78.

A. I don't think there is very much differ*a*nce between Havenrich Bros., Heineman Bros. & Co., & Schloss Bros. & Simon.

Q. Did you know the firm of Schott & Feibish when they were in business in 1877, at the time of the first failure?

A. Yes, sir; I did.

416 Q. Will you state what kind of dealers they were in the city of Detroit?

A. They were in clothing & gents' furnishing goods.

Q. And how as to being wholesale and retail, or both?

A. Their principal trade was retail, but they did do some wholesaling.

Q. Will you state whether you ever met them in competition in the wholesale trade?

A. I did, sir.

Q. Will you state whether or not in the trade, in the city of Detroit or the State of Michigan, they had any reputation as wholesale dealers?

A. I knew them to be selling goods at wholesale; I don't know how it was outside.

Q. But you knew their reputation as to whether they did a wholesale business?

Q. Yes, sir; we frequently sold goods to Schott & Feibish, and we often came in competition.

Q. Then you can say you know their reputation as to doing wholesale business?

A. Yes, sir; and their reputation was they did wholesale as well as retail; this was after their first failure.

Cross-examination:

Q. Where did you come in conflict with them in the wholesale trade?

A. I came in contact with them with 3 or 4 parties I can name now.

Q. Name them.

A. Leroux & Co., of Saginaw.

Mr. DICKINSON. They bought also of you?

A. Yes, sir; a good many goods.

Mr. WISNER. Who else?

A. I can name you A. Ashpach & Co., of Alpena.

417 Q. What about them?

A. I know they bought goods of them at wholesale.

Q. How do you know that?

A. Because the goods were sent over to our store by Schott & Feibish for packing.

Q. What goods?

A. Furnishing goods.

Q. When was that?

A. I can't remember the day of the year, but I can positively assure you that was the case; it was during the time they were doing business here.

Q. Was it in 1874?

A. By referring to my books I could tell you exactly the year.

Q. Do you recollect the amount of the bill?

A. I do not; it was none of my business, but Anspach, of Anspach & Co., purchased goods of them.

Q. How do you know?

A. He told me so himself.

Q. Then you only know what he told you?

A. No, sir; I seen the goods.

Q. Did you see him purchase them?

A. I was not present when he purchased them.

Q. Do you know he purchased them?

A. Yes, sir.

Q. How do you know it?

A. Because he would not tell me a lie.

Q. Do you know any other way?

A. And by the goods being brought into the store.

Q. Are those the only items of information you have upon that subject

A. Certainly, and Schott & Feibish told me they sold them.

Q. Have you stated all you know about the purchase by Anspach & Co.?

418 A. It is not once; he purchased more than once; 3 or 4 times to my knowledge.

Q. When was the first purchase?

A. I could not say without reference to my books; I must refresh my memory.

Q. When did he commence to purchase?

A. Let me refer to my books.

Q. Don't you know what you came over here to testify to?

A. No, sir.

Q. Did you not know you were coming over here to testify to this very thing as to their doing a wholesale business?

A. In some respects.

Q. And you don't now recollect?

A. I can't, & I don't think there are very many business men who can remember things back as far as that in business in which they are not interested.

Q. Never mind about other business men. When was the next purchase of Aspach & Co.?

A. Different occasions.

Q. When was it?

A. Different occasions when Schott & Feibish were doing business in this city.

Q. What was it?

A. Goods purchased from there.

Q. In which case was the goods sent to you?

A. Not in all cases, but they could come to us & say there is some goods sold to Anspach & Co., and we would like to have you ship then along with yours.

Q. You did not know the amount of the bill?

A. It was none of our business; we did not pay his bills.

Q. Did you know the amount of the bill?

419 A. I did not, sir.

Q. What kind of a business does Anspach do?

A. Retail dry goods, clothing, etc.

Q. Is that firm in existence now?

A. It is to-day; yes, sir.

Q. At Alpena?

A. At Alpena, Mich.

Q. Then you came into competition with Schott & Feibish in connection with Leroux & Co. and Anspach & Co.?

A. With others also.

Q. What competition did you strike with Anspach & Co.?

A. Well, you know at that time we traded with Leroux——

Q. I am talking about Anspach & Co. now?

A. O, Anspach & Co.

Q. Yes, sir.

A. What competition?

Q. Yes, sir.

A. In shirts & drawers & hosiery.

Q. State what there was about that?

A. They offered them goods 5 per cent. lower than I did.

Q. How did you know that?

A. Anspach' word is enough for me.

Q. I want to know how you know it.

A. Anspach told me so; he did not buy my goods; that was positive proof.

Q. Anspach told you that Schott & Feibish were offering the same goods to him at five per cent. less than you were offering them?

A. Some less.

Q. Did you offer them at a price higher than the general wholesale prices?

A. Well, I offered them at a fair profit.

Q. Did you ask any more than the usual wholesale price?

A. There is no usual price on these goods; I may want to get 20
420 per cent. profit, and you may not want to get more than five.

Q. Take shirts, for instance; Heineman & Co. keeps the same shirts you do?

A. Yes, sir.

Q. Do you know what their price is?

A. I don't.

Q. Do you know what your own price is?

A. Yes.

Q. Do you know what the general market price is?

A. They do not have a general market price; I may want 20% profit.

Q. I am going to keep you to this question if it takes you all day to answer it. Do you know what the wholesale market price of goods in your business is; you know, don't you?

A. You can't get 3 wholesale persons in the city——

Q. Do you know what the average market price is?

A. No, sir; I can tell you my price; nobody's else price.

Q. Do you know how your price compares with the price of other wholesale houses?

A. I don't.

Q. I want to ask you if you offered Anspach & Co. goods at your price?

A. Yes, sir.

Q. And they told you that Schott & Feibish would sell them to you at less price?

A. Yes, sir; correct.

Q. Do you know anything about the Eastern prices?

A. Yes, sir; I do.

Q. How do they compare with the Eastern prices?

A. They are higher.

Q. Were they at that time?

A. At any time.

Q. You bought your goods East & had to make some profit?

421 A. Yes, sir; probably Schott & Feibish could take less profit than I; I may want to make more money than they did.

Q. You came into competition with Schott & Feibish, through Max Schott, didn't you?

A. Yes, sir.

Q. Who else?

A. I can't think of everybody it is some years, & I don't remember all those things; I didn't make any note of it; I know they did furnish other parties, but I could not give you the names.

Q. How do you know it?

A. Because I know it?

Q. How do you know it?

A. To-morrow I will give you the facts.

Q. I want them now, for you are on the stand to swear.

A. I will show there is more than three, but I can't say who.

Mr. DICKINSON. Confine yourself to reputation, if you please, Mr. Simon.

Mr. MISNER. Do you know whether Scott & Feibish at this time were rated among the wholesale houses of the city of Detroit?

A. I don't.

Q. Don't you know they were not.

A. I know that we rated them as a wholesale & a retail house.

Q. Are you a wholesale house yourselves?

A. Yes, sir.

Q. Don't you know that by the mercantile reports Schott & Feibish were not rated as a wholesale house in the city of Detroit?

A. I don't.

Q. Are you a subscriber to any mercantile report?

A. Yes, sir.

Q. Don't you know that in that company they were not rated as wholesalers?

A. I don't know; I never made any inquiries of the commercial reporters.

422 Q. Do you know how they were rated in that report?

A. I could not tell you.

Q. Do you know anything about how they were doing business, whether a credit or a cash business?

A. I presume they sold for credit & cash, the same as anybody else.

Q. Do you know anything about it?

A. No, I don't.

Q. You know what the usual & ordinary course of the wholesale trade is, don't you?

A. Yes, sir.

Q. Suppose a wholesale merchant goes East & buy his goods on four months' credit, comes back here and sells those same goods at wholesale at cost price, for five, six, seven, eight, nine, ten months, for notes—is that the usual course of the wholesale business?

A. I should not think it was.

Q. Do you know whether it is?

A. It is not.

Q. Can a man do business that way?

A. He can't make any money.

Q. And pay his debts?

A. I should not think he could.

Q. Do you know Sam. Schott?

A. I do.

Q. Are you related to him in any way?

A. About the same way you are, no more.

Mr. Dickinson. All the sons of Adam.

A. Yes, sir; I know him only by acquaintance.

Q. You are not related to him?

A. No.

Q. Do you recollect when Schott & Feibish went into bankruptcy in the spring of '78, a year ago last spring?

A. I think I do; yes, sir.

Q. Was your house a creditor of Schott & Feibish at that time?

A. I think so.

423 Q. Don't you know?

A. Well, these gentlemen can answer more about it, because they keep the books.

Q. Don't you know?

A. I think so; I really think so.

Mr. Dickinson. You don't know?

A. I don't know. Mr. Schloss must know.

Mr. Wisner. Did not Schott & Feibish buy goods at your store between Nov., 1877, and the spring of 1878?

A. I could not tell you, sir; I could not tell you now.

Seligman Schloss.

Seligman Schloss sworn on behalf of defendants.

Q. How long have you been in business in the city of Detroit?

A. About 25 years or over.

Q. How long have you been in the clothing business?

A. The same length of time; over 25 years.

Q. Can you state what houses do the largest clothing business in the city—wholesale clothing business?

A. Heinneman, Butzel & Co., Heavenrich Bros., & we classify ourselves among them.

Q. Did you know the concern of Schott & Feibish?

A. Yes, sir.

Q. & up to the time it went out of business finally?

A. Yes, sir; knew them very well.

Q. Will you state whether they had any reputation as doing the wholesale or retail business; if so, what was their reputation?

A. I recollect very well that they have done it; that is what I found out about it.

424 Q. That is what I want to know; what was their reputation?

A. Wholesale and retail business.

Q. Do you know Christopher R. Mabley in this city?

A. C. R. Mabley?

Q. Yes, sir.

A. Yes, sir.

Q. Does he do any business of that kind?

A. Yes, sir.

Q. What is his business?

A. Wholesale & retail clothing.

Q. Does a much larger retail business, I believe, than a wholesale business?

A. O, certainly.

Q. Do you know any dealers in the same way here now?

A. Yes, sir.

Q. Who?

A. Schott & Feibish used to do it in the same way.

Q. Will you state where is any other concern?

A. I know when Drounstein used to be here.

Q. And Yates & Co.?

A. Yes, sir; & Syken and Leiberman & Hart, they all did wholesale and retail business; in fact, we did a retail business for years.

Q. Do you know of a clothing house in this town that did not commence by doing a retail business; do you know of a single wholesale house now in this town that did not do a retail business also?

A. Every one of them did a retail business before they went into an exclusive wholesale business; they did a wholesale and retail business many years together.

Q. State where Schott & Feibish' house was located.

425 A. On Woodward avenue between Congress street and the Russell House; no, it was located between Larned street & Jefferson avenue; I am mistaken.

Q. Do you know whether there is a single house in that block that does an exclusive wholesale business in any trade?

A. H. Hallock & Co. does a wholesale and retail business.

Q. No, you don't understand me. Do you know, in that part of the town where Schott & Feibrish' house was located, any house that does an exclusive wholesale business?

A. In clothing?

Q. In any business?

A. There might be in millinery?

Q. Then you don't know they do an exclusive wholesale business?

A. No, sir.

Q. The exclusive retailers are further up town, are they?

A. Yes, sir.

Q. They are up Woodward ave., Monroe ave., Gratiot street, Michigan av'e?

A. Yes, sir; the wholesale business was done further up, too—even as far up as Freedman's, so far as State street, and further up, even the seed store is further up; wholesale business is done very near as far up as the park.

Q. You say the place where they did business was on Woodward ave., between Larned & Jefferson avenue?

A. Yes, sir.

Q. About the centre of the block?

A. Yes, sir.

426 Q. How far is from there to the river—three blocks, ain't it?

A. 3 or 4.

Q. Is this the very centre of what is known as down town?

A. Yes, sir; it is considered as the best business part of the city.

Cross-examination:

Q. It is the best retail part of the city?

A. Retail and wholesale.

Q. Is there a retail house on Woodward ave. between Jefferson av. & Larned?

A. There is on the other side, I know—a wholesale grocery, Thomas A. Parker's.

Q. Is Thomas Parker between Jefferson avenue & Larned street?

A. Yes, sir.

Q. Don't you know that Thomas Parker is between Larned & Congress?

A. Well, it is in Woodward ave.

Q. Do you know of a wholesale house on Woodward ave., between Congress street & Jefferson avenue, that does an exclusive wholesale business?

A. I don't recollect of any other.

Q. It is a retail business block?

A. There is more retail business done in those blocks than wholesale?

Q. You say that Schott & Feibish' store was on Woodward ave., between Jefferson & Larned?

A. Yes, sir.

Q. How long was it there?

A. As far as I recollect; as long as they did business in the city.

427 Q. Don't you know their store was on Woodward ave., between Congress street and the Russell House?

A. It strike' me it was on Woodward ave., between Congress and the Russell House.

Q. Where Maellis' drug store is?

A. I could not say; but I know they were between Jefferson avenue & Larned street most of the time.

Q. Did you know anything about Schott & Feibish while they kept the store between Congress street and the Russell House, two block' above where you put them?

A. Two blocks?

Q. Yes, sir.

A. That is the next block.

Q. Two blocks above where you say they were?

A. Well, yes; that is, the second block. Yes, sir, I think I recollect they were between Congress street and the Russell House.

Q. Do you remember when they were between Woodward ave. and Larned street?

A. They were there several years.

Q. Do you know where they were after the first bankruptcy?

A. I can't recollect the time.

Q. Do you know anything about their business after the first bankruptcy?

A. O, certainly; because I saw them sometimes in their place of business.

Q. Were you in their place of business during that interval?

A. Yes, sir.

Q. Still you say they were on Woodward ave., between Jefferson ave. and Larned street?

A. It seems to me they were afterwards between Congress
428 & the Russell House.

Q. How do you know they were doing a wholesale business?

A. I have heard several parties say so, and I know they have shipped goods to different parts of the State; I know they shipped goods to Lake Superior and Muskegan.

Q. Did they tell you they shipped them there?

A. I don't recollect that they told me themselves; but I know they shipped goods to those parts.

Q. Do you know they sold goods to parties at wholesale?

A. I have no doubt; I did not see any boxed.

Q. Do you know anything about it?

A. I could not tell you any more about it.

Q. In the spring of 1878, did Schott & Feibish owe your house anything?

A. Yes, sir.

Q. Do you recollect how much?

A. I don't recollect now the exact amount.

Q. Did you sell them the goods for wholesale and retail trade?

A. We sold them the goods; always got very low figures on account of they did a large business; I sold them both ways, wholesale & retail.

Q. You sold them both ways?

A. I sold them goods very low on account of we knew they did a large business, wholesale and retail business together.

Q. What do you mean by a large business?

429 A. What I considered a large business in Detroit might not be
considered a large business in New York City.

Q. What did you consider a large business?

A. In that line of goods $60,000 or $70,000.

Q. You know what the usual course of business of the wholesale trade is?

A. I do, sir.

Q. If a house buys goods in the East at a four or five months' credit——

A. Yes, sir.

Q. Brings them here and sells them at the cost price for a longer credit, is that doing business in the usual and ordinary course of trade?

A. If he sells them at the cost price he is not; it is not the usual way to do business to sell them at the cost price; but there may be some goods they don't move easily, that are not saleable, as we call them.

Q. If you should go to New York and buy $10,000 worth of goods on a four months' credit, and bring those same goods here and sell them off at 6, 8, and 10 months' credit at the cost price, would you be doing business in the usual and ordinary course?

A. Notes in our line are taken at six months.

Q. You can answer the question.

A. No, sir; it is not.

Q. Would that be doing business in the ordinary course of the wholesale trade?

A. No, sir.

Q. Do you know of any house that does business in that way?

A. I do not.

430 Q. Know of any house doing business in that way to exist; could it exist?

A. Not to sell all the goods in that way.

Q. Take a house selling from $60,000 to $70,000 worth of goods a year, mostly on credit, and at a longer time than the house from which it has bought the goods, do you call that house doing a large business?

(Objected to as improper, the complainant having closed this case, and it makes this witness his own witness. The witness has not been examined as to the usual and ordinary course of business.)

A. It is sometimes policy for a man who has a large business to sell some goods at cost.

Q. Did you understand my question?

A. Yes, sir; I can't answer that question.

Q. Why?

A. It is not the usual way to sell goods on longer time than they buy them.

Q. Are you in any way related to Schott & Feibish?

A. No, sir; not any.

Q. Did your house prove its claim against Schott & Feibish in bankruptcy?

A. Yes, sir.

Q. Do you recollect how much your claim was?

A. I don't recollect any more; I could not tell exactly.

Redirect examination:

Q. Suppose the market was falling, would you in the ordinary course of your business get your goods off at cost if you could?

A. Certainly I would; and a few years ago we had seasons like
431 that. Goods were falling, and we were glad to get rid of them at the cost price, & below cost.

Recross-examination:

Q. At a longer credit than you got?

A. Yes, sir; if we knew the parties were good.

Q. Suppose the parties were not good.

A. We would not sell them at all.

Q. It would not do in the usual course of business to sell to persons not good?

A. No, sir.

Redirect examination:

Did you know Leroux & Co. before the failure of Schott & Feibish?

A. Yes, sir.

Q. Did you sell him goods?

A. Yes, sir.

Q. Was his credit A 1?

A. Yes, sir.

Q. Did you ever know him to fail to pay a debt to yourself?

A. No, sir.

Q. Did you ever know him to fail to pay a debt?

A. No, sir; never.

Q. What was J. P. Leoux' standing in trade?

A. It was always considered good.

Q. Do you know what the standing of Max Schott was up to the time of the failure of Schott & Feibish?

A. Good.

Q. Could he buy goods anywhere to any amount?

A. Yes, sir.

Recross examination:

Did Leoux & Co. buy goods of you?

A. Yes, sir.

Q. To what extent?

A. Several thousand dollars a season.

Q. Between Nov., 1877, & March, 1878, how much did they buy of you?

A. That I could not tell you without looking.

Q. Did they buy anything of you?

A. Right along.

432 Q. Did they buy any between Nov., 1877, and March, 1878?

A. I suppose so.

Q. Can you tell whether they did or not?

A. They bought goods right along.

Q. Do you recollect whether they did or not?

A. I can't recollect, but I know they bought goods right along.

Q. How do you know that they bought goods between Nov., 1877, and March, 1878?

A. I say they bought goods right along from us.

Q. From what time?

A. O, perhaps from 1876, 1875. I don't recollect the date.

Q. J. P. Leroux & Co.?

A. J. P. Leroux & Co. I could not fix any certain dates.

Q. Don't you know there was no such firm as J. P. Leroux until Nov., 1877?

A. I know we sold goods to Mr. Leroux for several years, but I could not tell you, as I said before, what the dates were.

Q. Don't you know there was no such firm as J. P. Leroux & Co. until Nov., 1877?

A. I don't recollect.

Reredirect examination:

Q. Did Leroux buy the goods?

A. Yes, sir.

Q. For use in the Bay City store?

A. Yes, sir.

Q. You say his credit was exceptionally good?

A. Yes, sir.

Q. You have been asked where Schott & Feibish did their wholesale & retail business—if it was between Congress street & the Russell House, going up, on Woodward ave. Now, will you tell us, so it may go 433 upon record, where Christopher R. Mabley does his business?

A. Between Congress street and the Russell House.

Rerecross:

Q. How many stores does Mr. Mabley occupy in his clothing business?

A. I guess two.

Q. Do you know the size of them?

A. No, I do not.

Q. Do you know how many ordinary stores he occupies there?

A. He occupies two for furnishing goods under the Russell House, then he has several more for his clothing, & several for the hat & cap business.

It is admitted that Christopher R. Mabley, heretofore sworn in this case, is the same Mabley as referred to in the answer.

434 *Max Schott recalled.*

JOSEPH L. HUDSON
vs.
MAX SCHOT ET AL.

SATURDAY, *January* 31st, 1879—2 p. m.

MAX SCHOTT recalled for cross-examination; examined by Mr. WISNER:

Q. Mr. Schott, Mr. Pick, who was here the day before yesterday, formerly clerk for yourself and Max Schott, was he ever in your employ?

A. He was.

Q. Before he went up into business in Muskegan?

A. Yes, sir.

Q. You say that at the time of the filing of the petition in bankruptcy by Schott & Feibish in the fall of 1877, Schott & Feibish and Sam. Schott were both indebted to you?

A. Yes, sir.

Q. And it was that indebtedness to you on the part of that firm and of Sam. Schott that compelled your firm up there to file a petition in bankruptcy?

A. Yes, sir.

Q. What is the extent of indebtedness of Sam. Schott to you—how much did he owe you?

A. Sam. Schott & Schott & Feibish, between three & four thousand dollars.

Q. Don't you know how much Sam. Schott owed you?

A. I cannot tell exactly?

Q. Both together between three & four thousand dollars?

435 A. Both together between three & four thousand dollars.

Q. Now, you had, according to your petition, about $4,500 worth of goods?

A. So it was appraised, $4,500.

Q. Who appraised it?

A. I guess my clerks did.

Q. (Handing witness a paper). That is your signature?

A. Yes, sir.

Mr. Wisner. The paper I show the witness is from the records of the district court, case number 1286, the register's account of proceedings of composition meeting—that portion of the record which refers to the assets and debts of Schott & Co., of East Saginaw. The witness is shown the signature to the affidavit and says it is *it is* his.

Q. Now, the amount of assets there is $4,340. This affidavit says that we, Samuel & Max Schott, do hereby make solemn oath that the foregoing two sheets of paper constitute a full statement of the assets and debts of the firm of Schott & Co., and giving the names and address of several of the creditors to whom such debts respectively are due. That was a correct statement of the value of the goods at the time you made that oath, wasn't it?

A. I don't think it was. I did not take the stock that time; most I got from others. My clerks took the stock.

Q. When you took that oath didn't you swear—didn't you know what you were swearing to?

A. I did.

436 Q. Was not that oath correct? Wasn't it true?

A. Oh, yes; it was correct; yes, sir.

Q. Now, you say Schott & Feibish and Sam. Schott were indebted to you between three & four thousand dollars, and that Sam. Schott, to settle that indebtedness, transferred to you his in that stock of goods?

A. I don't understand you.

Q. You bought him out in the Saginaw house?

A. I did; yes, sir.

Q. I think you stated you settled your claim against him?

A. Yes, sir.

Q. Is that so?

A. What do you mean by this?

Q. You and Sam. are equal partners?

A. In Schott & Co. he and myself were equal partners.

Q. Then he owned one-half the assets of that firm when this paper was made?

A. He did; yes, sir.

Q. And for that one-half you released him from that indebtedness and the indebtedness of Schott & Feibish to you?

A. Yes, sir.

Q. That is the way you bought him out?

A. Yes, sir.

Q. Now, Mr. Schott, was that indebtedness due you personally of Schott & Feibish and Sam. Schott? Did they owe you, or did they owe the firm of Schott & Co.?

A. They owed me.

Q. They owed you personally?

A. Yes, sir.

Mr. DICKINSON. That is, your interest, as you stated the other day?

A. Yes, sir.

437 Q. Partnership accounts, I suppose?

A. Yes, sir.

Mr. WISNER. Q. Look at the paper I now show you in these files; is that your signature?

A. Yes, sir.

Mr. WISNER. The paper referred to & which I have shown the witness is a sc'edule of the individual assets of Max Schott in the petition in bankruptcy of Samuel Schott & Max Schott, bankrupts.

Q. Now, Mr. Schott, why did you not, among your assets, mention the indebtedness of Schott & Feibish and Sam. Schott to you, if there was such an indebtedness?

A. Because Schott & Feibish were bankrupt at the time; I could not mention it; I did not know whether they were good or not, you see.

Q. Was that the reason you did not mention it?

A. That was the reason.

Q. Have you got your bill-book here with your bills between the time of the composition in November, 1877, and March first, 1878?

A. I have got my bills here from Schott & Feibish.

Q. Will you produce them, please?

Mr. DICKINSON. You mean the invoice-book?

Mr. WISNER. I mean your invoice-book.

A. (Producing papers). Here are bills from Schott & Feibish.

438 Mr. WISNER. The witness has produced 21 original bills, and a statement which he says is a statement of them and other amounts, marked "Exhibit 2."

Q. Open your book at Schott & Feibish' account.

A. (Producing book). Yes, sir.

Q. This statement, which you present here, is a copy of page 13 in your ledger?

A. Exactly.

Q. From this do you perceive on November 19th Schott & Feibish was entitled to a credit from merchandise $2,673.40?

A. Yes, sir.

Q. On November 22nd you charge them with notes $2,799.80?

A. Yes, sir.

Q. How many notes were there on that batch?

A. I could not tell exactly how many notes; they were mostly three-hundred-dollar notes, each.

Q. They were mostly three-hundred-dollar notes?

A. Yes, sir.

Q. At what times did they run?

A. They ran—I guess they commenced—from the 8th of December on.

Q. Were they dated ahead?

A. They were dated ahead; yes, sir.

Q. Or all dated under date of November 22nd?

A. I don't know that they were all dated that day, but they were dated ahead.

Q. What time did they have?

A. They were made out $300 each note—about the 4th of December the first note, the 15th the second, and so on; every 12 or 15 days was a note.

Q. That was the date?

A. Yes, sir. *A. Yes, sir;* that was the date when it was due.

439 Q. Then it was dated the 22nd of November, and the first one was due December 4th; that was the 15 days after date?

A. Yes, sir.

Q. Was the next one 30 days after date?

A. I don't remember any more.

Q. Have you got any of these notes?

A. I have got some of them. I have not got the first lot of notes. I cannot find the first lot; I have got these.

Q. These I am talking about?

A. No, sir; I could not find them any more.

Q. Can you tell?

A. I guess they came the 4th, the 8th, the 15th, & the 26th.

Q. There were nine notes?

A. I don't remember how many notes.

Q. This is $2,700, and the notes were $300 each; there were 9 of them?

A. Yes, sir.

Q. I want to know what time they ran.

A. They commenced on the 4th of December, sir.

Q. The first one was due the 4th of December?

A. Yes, sir.

Q. When was the next one due?

A. I don't remember any more than the next one.

Q. Do you remember about any other of them?

A. Yes, sir; I remember another one, the 15th.

Q. Was there one between the 4th & the 15th?

A. I don't remember.

Q. Do you remember any more?

A. No.

Q. No more of that lot?

A. No more of that lot.

Q. These notes were given to settle up?

A. For merchandise; to settle up for merchandise.

Q. That first item is merchandise?

A. Yes, sir.

Q. Less——

A. Less $54.

Q. That overcharge you have got on the other side of the bill?

A. Yes, sir.

440 Q. You continued to buy goods of Schott & Feibish, according to this statement, down to December 16th?

(The witness is referring to his book during this examination, and the questions are asked from the copy of the statement.)

A. Yes, sir.

Q. When did you settle for these goods?

A. For which ones do you mean?

Q. Those from Nov. 19th to December 14th, inclusive?

A. This lot here—this November 14th & 15th—this belongs to that $2,799.90. You will please add these together; you will find out.

Q. Perhaps that is so. I beg your pardon if I have made a mistake of that kind. I asked it without figuring it u*t*. That is so.

A. Yes, sir.

Q. When did you settle for the purchases made between Nov. 19th & December 14th?

A. I have got the notes to show for it here, $4,241.19—notes. That is the settlement for these purchases (witness produces a number of notes), $4,241, except one $300, which was protested at the time the United States marshal took away my goods.

The following is a list of the notes produced by the witness, with their dates, amounts, etc.:

Exhibit 3. Dec. 2nd, '77, 3 mo's, $300, payable to the order of Max Schott, signed Max Schott, endorsed Max Schott, signed Rothschild, Rothschild & Bro.

Exhibit 4. Dec. 5th, '77, 5 mo's, $741.19, to the order of Max.
441 Schott, signed Max Schott, endorsed Max Schott & Rothschild & Bro.

Exhibit 4½. Dec. 5th, 1877, 4 mo's, $500, to the order of Max Schott, signed Max Schott, endorsed Max Schott, Rothschild & Bro., & Sigmond Rothschild.

Exhibit 5. Dec. 8th, 1877, $300, 3 mo's, to the order of Max Schott, signed Max Schott, endorsed Max Schott, Sigmond Rothschild, & Rothschild & Bro.

Exhibit 6. Dec. 12th, 1877, $500, 4 mo's, to the order Max Schott, signed Max Schott, endorsed Max Schott, Rothschild & Bro., & Sigmond Rothschild.

Exhibit 7. Dec. 15th, '77, 3 mo's, $300, to the order of Max Schott, signed Max Schott, endorsed Max Schott, Sigmond Rothschild, & Rothschild & Bro.

Exhibit 8. Dec. 19th, '77, $500, 4 mo's, to the order of Max Schott, signed Max Schott, endorsed Max Schott and Rothschild & Bro.

Exhibit 9. Dec. 22nd, '77, $300, 3 mo's, to the order oi Max Schott, signed Max Schott, endorsed Max Schott, Sigmond Rothschild, & Rothschild & Bro.

Exhibit 10. Dec. 26th, '77, $500, 4 mo's, to the order of Max Schott, signed Max Schott, endorsed Max Schott and Rothschild & Bro.

Q. These nine notes are the notes referred to in this item. Look at your book; they are the notes on the debit side, on the other side, under date of December 20th, are they not?

(Witness consults the book.)

A. Yes, sir.

Q. Was that entry made at the time, December 20th, in that book?

A. I don't know; I cannot tell; I did not keep my books. I 442 have got my man at home who keeps the books.

Q. Were these notes given on that day?

A. I cannot tell anything about it now; I don't know.

Q. Don't you know whether your books are correct or not?

A. I guess my books are correct, but sometimes a man can make a mistake.

Q. Can you explain why some of these notes are dated as early as December 2nd and 5th, and some as late as December 26th?

A. Yes, sir; I can explain it.

Q. And they appear on your book as given December 20th?

A. When a man gives a note he can date a note back and give him longer time to pay it.

Q. Suppose you make me a note to-day, and you date it back to January 1st, and this is Jan'y 31st, 1879, does it give you any longer time to pay it?

A. If you date the note back it isn't dating the note ahead; I don't think it is legal to date a note ahead; but I can date it back and make longer time on it.

Q. Does it give you any longer time to date it back?

A. I think so.

Q. Suppose you owe me $500 and mean to pay me in 30 days——

A. Yes, sir.

Q. And you give me your note to-day payable the 29th day of February, and you date it back to January 31st, *back to January 31st*, 1879, does it give you any longer time to pay it?

A. No.

443 Q. Then you are mistaken about that?

A. If a man makes lots of notes and dates them back, you understand—if a man has one note it is a different thing, but if a man is going to make 5 or 6 or ten notes it would make a great deal of difference.

Q. Whether he dated it back or not?

A. Yes, sir.

Mr. DICKINSON. Making them come due at different times?

A. Yes, sir.

Mr. WISNER. Q. You would make them come due at different times if they had different times or credit upon their face?

A. Yes, sir.

Q. Is that your explanation of this discrepancy?

A. That is all I can say.

Q. These notes were dated back——

Mr. DICKINSON. The notes were actually given this date on the book, December 14th.

A. December 20th.

Mr. WISNER. These are the notes that item refers to?

A. Yes, sir.

Q. Were these notes all made on one day?

A. I think so.

Q. What is the item December 22nd, $388.15?

A. That is the note I gave Schott & Feibish for merchandise; I have got the note right here (witness produces the note).

Q. What merchandise?

A. (Referring to the book.) A. There is 4 little bills here, $39.75.

Q. That is included in the amounts we have just been referring to?

444 A. No; I don't think it is included; there is $39.75, there is $112.75, there is 127.90, and $107.75; I guess that makes $388, if I am not mistaken.

Q. Is that what that was given for?

A. Yes, sir; I have got the note here.

Q. How long did that note run?

A. I could not tell exactly how long it ran.

Q. January 22nd, 1878, note of $738?

A. That is a note I gave Schott & Feibish on $7,380.20, 10 per cent. profits.

Q. Explain what you mean by that?

A. They sold me the goods at New York cost and they charged me 10 per cent. profits for their benefit; this is the 10 per cent.

Q. Have you got the bill?

A. What bill.

Q. The invoice?

A. I have Schott & Feibish' invoice; yes, sir.

Q. That is one in which they charged you with profits $738?

A. No, sir; on the bill there is $738 profits.

Q. Did they send you a bill, a statement, ten per cent. profits on $7,380, $738?

A. They did not.

Q. How did you arrive at that?

A. When I settled with Schott & Feibish this first lot of goods, or the second lot of goods, they charged me 10 per cent.; they figured it out and charged me ten per cent. of their profits on, and I gave them a note for it.

Q. You knew they were going to do that when you bought the goods?

A. Yes, sir.

445 Q. You knew they were going to do it when you bought the goods?

A. Yes, sir.

Q. When they bought the goods it was agreed they should sell at New York cost price?

A. They told me—I did not make this bargain with them in the first time, but they told me they would sell me goods cheap enough to satisfy me, and afterwards they sold me the goods very low—at New York cost; they wanted some profit on the goods; they could not do business without profits, & they said they wanted ten per cent. profit.

Q. When did they say that?

A. At the time when we settled.

Q. At the time you settled?

A. No; the time when I bought the goods they told me they would sell me the goods cheap, but there was nothing said about cost then.

Q. You did not fix upon any terms then?

A. No, sir.

Q. Simply that they would sell you cheap?

A. Yes, sir.

Q. Then after they sold you the goods, when you came to settle on December 20th, you figured up the New York cost price of the goods and added to it ten per cent. for their profit and paid them the whole bill?

A. They did; yes, sir.

Q. You think they did?

A. They did.

Mr. Dickinson. When was that settlement actually made?

A. I cannot tell the exact date.

Q. About the date?

446 A. It was about December 20th; between the 20th & 1st.

Q. What year?

A. 1877.

Mr. Wisner. Your books show the settlement to have been made December 20th, doesn't it?

A. Yes, sir.

Q. The next note, December 22nd, $308.15?

A. Yes, sir.

Does that include their ten per cent. profits?

A. After that I did not charge them any more ten per cent. profit; they charged it right in the bill.

Q. What was the note given January 25th, $339?

A. That is for merchandise & cash.

Q. For merchandise and cash?

A. Yes, sir; there is a bill of $114 merchandise, and $225 cash.

Q. Upon your book, and this statement, the item of cash you refer to is dated January 14th, $225.

A. Yes, sir.

Q. The item of merchandise is January 15th?

A. Yes, sir.

Q. $114?

A. Yes, sir.

Q. And the next item is January 15th, ten per cent. profit on $7,380.20. That is the ten per cent. you have just referred to?

A. Yes, sir.

Q. And the two preceeding items constitute the amount for which the note, January 25th, was given?

A. This note, January 25th, $339, you have referred to?

Q. Yes.

A. Was given for the $225 and the $114.

Q. How did you happen to pay the last charge, $738, before you paid the $339, which was already charged on your books; how did you 447 happen to skip these two items and pay the third, then go back and pay these two three days afterwards?

A. You mean to say this $339 has been paid before the $738?

Q. No; I say it was paid 3 days afterwards, but it was a charge on your book before the $738 was a charge on your book?

A. I don't know. I cannot tell you how that would be.

Q. What was the note of February 11th given for—$281?

A. This is a bill of merchandise which I bought February 7th.

Q. And the note of February 26th, $405?

A. Is a bill of merchandise that I bought February 16th—no, Feb. 12th and 20th.

Q. What do you mean by that—the 12th & 20th?

A. I bought a bill of $405 and gave my note for it, and they did not ship the goods in one day; they made two shipments of it.

Q. Have you got these bills?

A. I guess so. I have got them right here, I think; I have got all the bills here.

Q. Got all these are on the book?

A. Yes, sir; they are right here.

(Witness produces a number of bills.)

Q. What is that?

A. This is a bill.

Q. Is that down here?

A. You will find there three bills; there is three small bills, I guess, $405.75.

448 Q. (Showing witness three bills which have been marked Exhibits "11," "12," and 13". These three bills, by the memorandum you have made on the back, make up the item of $251?

A. I think so.

(The three bills are dated, respectively, March 2nd, March 4th, and March 7th, 1878; are written on printed bill-heads, with the heading "Bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods.")

Q. Then by these bills your item of February 12th and 20th, "By merchandise," consists of three bills bought of Schott and Feibish, dated February 12th, 16th, and 20th; these three amounts are equal to $405.75?

A. Yes, sir.

(The three bills last referred to are marked exhibits "14," 15," and "16.")

Mr. Wisner. I now offer in evidence invoices from Schott & Feibish to Max Schott, which the witness has produced and identified, covering from November 14th, 1877, to March 7th, 1878. The above invoices are marked as exhibits numbering 17 to 31, inclusive.

Q. The note given January 25th, for $339—have you that note, Mr. Schott?

A. I have not.

Q. Do you recollect how long a time that note ran?

A. I cannot tell exactly.

Q. What was the time on the note of February 11th, $281?

A. I don't know; I could not tell.

449 Q. What was the time of the note of January 22nd, $738?

A. (Producing a note.) That note is right here, I guess, $738.

Q. January 10th, 1878, 5 months, to the order of Max Schott, signed Max Schott, endorsed Max Schott and Rothschild and Bro.?

A. Yes, sir.

(The above note is marked "Exhibit 32.")

Mr. Wisner. All the notes referred to here seem to be marked "paid" by the banker.

Q. Did you know where Schott & Feibish were buying their goods?

A. I did not know anything about where they bought their goods.

Q. You don't know anything about where they had bought goods?

A. No, sir.

Q. You knew where they bought goods before the failure?

A. I knew some parties; not them all.

Q. Don't you know they bought a good many goods in Rochester, New York?

A. So I heard.

Q. Do you know what the terms of their purchases were?

A. I don't know anything about it.

Q. Do you know what terms they purchased goods on before the failure?

A. I don't know.

Q. Don't you know?

A. I know what I bought.

Q. What terms did you buy on before the failure?

A. Bought usually on four, five, six, or seven months.

Q. Who did you buy goods from on 7 months' credit?

450 A. Bought goods of lots of houses.

Q. Who?

A. Schloss Bros. & Simon.

Q. I am speaking of Rochester houses?

A. I cannot tell you exactly.

Q. Did you buy of anybody in Rochester on seven months' credit?

A. I bought on six months' credit.

Q. Who from?

A. Levi and Michaels, I think, and of N. Levi & Co.

Q. Who did you buy of in Rochester on five months' credit?

A. I don't know; I cannot tell.

Q. How often between November 14th and March 7th were you in Detroit here?

A. Quite often.

Q. Were you in Schott & Feibish' store?

A. Yes, sir.

Q. Every time you were down?

A. Yes, sir.

Q. You always stopped with Sam. when you were down here?

A. Yes, sir.

Q. You and Sam. are brothers?

A. Yes, sir.

Q. Who else, Mr. Schott, did you buy goods of from November 14th, '77, to March 7th, '78, then Schott & Feibish?

A. I will see.

Mr. Dickinson. Just give the names; that is all he asks for?

A. From Nov., '77, to March, '78?

Mr. Wisner. From November 14th, '77, to March 7th, '78.

A. Eisenstenst Bros., of Chicago.

Q. How much did you buy of them?

A. $221.86.

Q. What is the next one?

A. Harrison Schriers, of Cleveland.

Q. When?

A. In January, 1878.

Q. How much?

A. $108. H. C. Cowen.

451 Q. When?

In January, '78, $50; here is another, March, '78.

Q. What date in March?

A. I have got two bills here; the 26th & 27th.

Q. I said from November 14th to March 4th.

A. You don't want any that took place September or October, '78?

A. No, sir.

A. (Producing bills.) I have some bills here I bought, but that is April 10th. Here is another of & Co., November 20th, '77, $6; there is another bill here for $138.

Q. What date?

A. November 13th.

Q. I don't want that; that was before the composition.

A. It was bought before, but it was sent later.

Q. When did it come in?

A. It came in later.

Q. After the composition?

A. After the composition. There were lots of goods bought before we made the composition. Here is another bill of Nov. 21st, $67; here is March 25th.

Q. That is no use.

A. That is all I have got here now. I may have some at home.

Q. Don't you know if your books show any more purchases?

A. I don't know. I cannot tell.

Q. You say they don't now?

A. No; they don't show any more now. I may have some home that may not be entered in the book.

Q. Do you pretend to say you have bills of goods for goods
452 purchased by you between November 14th, '77, and March 7th, '78, that are not yet entered in the books?

Mr. Dickinson (referring to the bills produced by the witness.) Are there some of these not entered?

A. Yes, sir; there are some not entered. Here is one not entered. Here is a bill from Hess not entered.

Mr. Wisner. Mr. Rothschild testified that all of the composition paper given in November, 1877, by Schott & Feibish and Schott & Co. had been paid. What portion of that paper did you pay?

A. I did not pay anything.

Q. You did not pay anything?

A. No, sir.

Q. Didn't you owe any of it?

A. You mean the composition paper?

Q. Yes.

A. I did not pay any composition paper.

Q. Weren't you a party to that composition?

A. I was.

Q. Didn't you pay any of that $35 composition?

A. No, sir; I did not myself.

Q. Who paid it?

A. Schott & Feibish paid it for me, as I told you before.

Q. Paid it for you?

A. Yes, sir.

Q. Then you paid Schott and Feibish your share of that composition?

A. No, sir; S. & P. owed me money at that time, and they agreed themselves to pay my composition notes; they came pretty near all due in Detroit.

Q. What was your share of that composition paper?

A. About $3,500, I think.

Q. $3,500?

A. Yes, sir.

Q. Which was how much of the whole of it?

453 A. Well, I owed $10,000, and paid 35 cents on the dollar; it must be about $3,500.

Q. Then they paid it for you because they owed you?

A. Yes, sir.

Q. You say they owed you between three and $4,000?

A. Yes, sir.

Q. Then what did you pay Mr. Schott for his interest in the firm of Schott & Feibish?

A. He was no more partner then.

Q. You bought him out, did not you?

A. Yes, sir.

Q. What did you pay him for his interest?

A. I paid him some, I can't recollect how much I paid him.

Q. Did you pay him in money?

A. I think I did.

Q. Did your books show?

A. No, sir.

Q. You say your assets up there were $4,500?

A. Yes, sir.

Q. And that the goods were worth more than that?

A. I suppose so.

Q. He owned half of them?

A. Yes, sir; he did.

Q. You bought him out?

A. I did.

Q. You think you paid him some money?

A. I think I did.

Q. Don't you know whether you did or not?

A. I don't remember any more. It is three years since that time, you see.

Q. Three years?

A. Yes, sir; pretty near three years; April, 1877.

Redirect:

Mr. Dickinson. You said you did not pay any composition paper, did you or did you not?

A. I did not.

454 Q. You may state whether the notes which you gave for the goods purchased from Schott & Feibish were paid.

A. Not at the time the United States marshal took away my goods; they were not paid then.

Q. Some of them were paid then?

A. Yes, sir; and some since.

Q. Others were paid since?

A. Yes, sir.

Q. You may state what the reason was, if any, why the notes were divided up into small amounts.

A. The reason was to give me time so as to pay my notes, so they would not come due in one month but gradually.

Q. Whether or not it was so they would be in good bankable shapes for discount at the banks?

A. Yes, sir.

Q. Will you state, Mr. Schott, whether at the date you say Schott & Feibish owed you about $3,000 or $3,500?

A. Between $3,000 and $4,000; yes, sir.

Q. Outside of that is it not a fact that in the business of Schott & Co., which is composed of Sam. Schott and yourself at Saginaw, Sam. Schott, outside of the business of Schott & Feibish, have largely overdrawn his account?

A. Yes, sir; I stated so before.

Q. I know you did.

A. Yes, sir.

Q. To what extent, about, outside of the Schott & Feibish account?

A. I should judge about three or four thousand dollars.

455 Q. And Sam. Schott and Schott & Feibish had absorbed all the capital, had they not, and all the profits in that business, and broke you at Saginaw?

A. Yes, sir.

Q. Will you state, if you please, whether, when you purchased the goods of Schott & Feibish, between November, '77, and March, 1878, you did or did not know whether you were purchasing goods they had in stock at the time of the failure or goods they had purchased since?

A. I don't know anything about it; did not know they had stock there, & I bought goods there that suited me.

Q. Will you state whether you were familiar with their style of doing business generally?

A. Yes, sir.

Q. Will you state whether in the course of their business, from their bill-heads and from their general course of business, was confined to wholesale and retail dealings?

A. It was, certainly.

Q. Was it so before the failure?

A. Yes, sir; we always bought goods there.

Q. That is, Schott & Co. did?

A. Schott & Co. did.

Q. Did they then do business as wholesale and retail dealers before the first failure?

A. Yes, sir.

Q. Were their bills always received in the same style as these?

A. Yes, sir.

Q. Where did you buy most largely the goods with which you carried on business before the first failure, after Schott & Feibish were established?

A. Bought of Schott & Feibish, and bought of Eastern houses.

Q. You bought largely of Schott & Feibish?

A. Yes, sir.

Q. And paid for them?

A. Paid for them.

456 Q. Did you get a dollar's worth of goods that you did not pay for?

A. No, sir.

Q. Will you state whether the suit which you have brought for trespass, in the circuit court for the county of Saginaw, is still pending?

A. I think so; it is still pending.

Mr. Dickinson. I offer in evidence the certified copy of the record for the circuit court for the county of Saginaw in that case.

(Objected to as immaterial. Marked "Exhibit 33."

Counsel agree that the books of Schott & Feibish have been offered in evidence; if they have not been, they are now admitted in evidence; their sales-book showing the sales of goods, their journal, ledger, & cash book.)

Mr. Dickinson. We offer the evidence, the records of the circuit court for the county of Bay in the suit then pending, referred to in the pleadings in this case, to show it is still pending & undetermined.

(Objected to as immaterial.)

The record when produced will be marked "Exhibit 34."

It is admitted that the suit referred to is still pending, but plaintiffs' counsel objects to the materiality of the record, not to the competency of it or to the certificate. Counsel for the defense states that he has examined
the testimony taken by the complainant, and that he knows that
457 the complainant introduced the files and records of the three bankruptcy cases, all the files and records relative to these parties.

Then adjourned.

Martin Butzel for defence.

Martin Butzel sworn on behalf of defendant.

Mr. Dickinson. How long have you lived in Detroit?

A. I have lived in Detroit about 17 years.

Q. How long have you been engaged in the clothing business?

A. That length of time.

Q. What is your house?

A. Heinneman, Butzel & Co.

Q. Can you tell us how many stores you occupy, and parts of stores?

A. We occupy four stores & a basement 45 by 50 by 200.

Q. Don't you occupy two store fronts on Jefferson avenue?

A. Yes, sir; Nos. 142, 144; then we have two stores on Woodbridge street.

Q. Will you tell us who are the heaviest clothing dealers in the city of Detroit; wholesale dealers?

A. I suppose Heavenrich, Schloss Bros. & Simon, and Heinneman, Butzel.

Q. Will you give us the names of the wholesale clothing dealers in Detroit other than Heavenrich, Heinneman & Butzel, and Schloss Bros. & Simon?

A. Isadore Kauffman is another one; well, there is small places

458 here which call themselves wholesalers; Epstine & Bro. call themselves wholesalers.

Q. And Samuel Stein?

A. Yes, sir; and Samuel Stein, I suppose; the four I refer to represent the wholesale interest in our line.

Q. Do you know Christopher R. Mabley?

A. I do.

Q. What kind of business does he do?

A. I only know by hearsay.

Q. That is what I want; repeat it.

A. I understand he is buying clothing for wholesale & retail.

Q. That is his reputation?

A. Yes, sir; that is the impression I got from Eastern houses.

Q. You don't know anything of your own knowledge of what he sells wholesale and retail?

A. I do not.

Q. You could not swear from your actual knowledge that he did a wholesale business?

A. I could not.

Q. Did you know Schott and Feibish when they were in business?

A. I knew them when they came here.

Q. Do you know when they went away; finally gave up the ghost?

A. I could not tell you; I could tell you my recollection something about it why they came here.

Q. What was it?

A. We used to sell Schott & Co. material.

(Objected to.)

Q. Whereabouts?

A. At Saginaw, East Saginaw; and Mr. Sam. Schott came down here one day and says he is going to open a business here; he was going to have a man from Lake Superior, Mr. Feibish, who has something
459 like $16,000 at the time that he was going to come here; that he
had taken a store near the Murill Block for the purpose of doing a large business; he stated at that time that he had a good many friends in the country and elsewhere, and in case he would come here he would do a wholesale and retail business, something of that kind.

Q. Was there any understanding in the trade here that Mr. Feibish was in on account of his Lake Superior acquaintance?

(Objected to as immaterial and leading.)

Q. Do you know whether the trade understood that when they opened here that Mr. Feibish went into the business on account of his large acquaintance on Lake Superior?

(Same objection.)

A. I was led to believe by Mr. Schott at the time that owing to the capital which Feibish puts in, and from the section of the country they came from, that they would do a large business.

Q. Mr. Feibish had not been in business then, I think, in the lower peninsula*r* at all?

A. No, sir; he had been in Negaunee for many years.

Q. Had been in Lake Superior how many years?

A. I don't know how many years. I think I must have seen him there season after season, as I saw him occasionally—well, I could not state how many years he was up there.

460 Q. They did a retail business here?

A. They did a retail business here.

Q. Did they do any other kind, or did they have a reputation of doing any other kind of business?

A. They did a retail business here.

Q. Just answer the question?

A. Only what I stated before, they were doing a retail, and as I took it, understood it, a wholesale business.

Q. Were they so reputed in the trade doing both kinds, that was the reputation?

A. Yes, sir.

Q. I did not ask you of your personal knowledge, whether you knew their reputation, what you would know. Knowing the trade as you did, whether they had the reputation of doing the wholesale as well as the retail business in the trade.

A. Their chief reputation before they came here was retail.

Q. But they came here with the ostensible purpose of doing a wholesale and retail business?

A. When they were in business here, when they were selling goods, not before they came here, but after they got to work in business.

Q. Did they have a reputation for doing a wholesale business at all?

Q. I have heard said that they were doing a wholesale business, and, if you will allow me I know that Sam. Schott used to run over to
461 us ocasionally to get our mercantile-agency book—ask the privilege of looking at it, but who he looked for I could not say, but he had several times run over in our office and asked the privilege.

Q. Looking after the credit of parties?

A. Yes, sir; that is what he did. This is a privilege we granted him, but perhaps we did not have the right to.

Q. Was it customary for him to come in and ask for the credit of any parties?

A. No; they were too sly.

Q. Why?

A. Because they might make us afraid that they were getting on to some of our customers. These clothing men get any customers they can. They are pretty sharp about that.

Q. Whether you remember the condition of the clothing market with any special memory in regard to it in the winter of 1877-'78. After November, 1877, up to March, 1878?

A. Yes, sir.

Q. Was there anything peculiar in the market?

A. Yes, sir; it was very peculiar.

Q. Well, you say you think?

A. It was, I think—I am sure of it—it was the poorest winter to sell clothing since 1873. The prices had fallen away, and anything that was bought a month before would not bring in the market anything like that price; that was the woolen market. I did the buying of my house,
462 and I know what I'm speaking of.

Q. You buy for the house of Heinneman, Butzel & Co.? *Q.* It was a falling market?

A. It was a falling market; the shrinkage was more that winter than from any time from 1873 to '79.

Q. Will you state whether, in the ordinary course of your business, you worked off a stock of clothing that winter at cost?

A. I don't think we were the only ones.

Q. You did it; others did it?

A. Yes, sir.

Q. Was it not the ordinary course in the wholesale trade that winter to work off goods at cost and below?

A. I will show you that it would still afford a profit. It was in this way. We would make up a suit of clothes that would cost us at the time, a good suit of clothes, which might cost us seven dollars, which ordinarily ought to bring eight. Well, sir, before the market fairly opened the goods had fallen away so that the same suit of clothes could be manufactured for six dollars. We lost in that case, but we would sell them for $6.75 in the falling markets. Everything is done in that way, and in markets that are in that way we take more risky trade.

Cross-examination:

Q. Are you related to Sam. Schott?

A. Not at all, sir.

463 Q. Are you interested at all in his affairs?

A. Well, I am not interested. I am interested and I am not interested.

Q. It was in your house that what is known as the Schwab stock is found concealed?

A. It was not concealed.

Q. It was stored away in the top of the store?

A. No; it was in the third story where goods in cases are stored.

Q. Was the Schwab stock your stock?

A. No, sir; Mr. Samuel Schwab's, of Helena, Montana.

Q. He is a relative of yours?

A. He married a half-sister of my wife's; she has died since; died a year afterwards, in confinement. In relation to these goods, they were stored there just the same as my goods, and the address was on them just as plain as you see this book.

Q. I refer to the stock seized by the marshal, the same stock for which Schwab got a judgment in the superior court.

A. Yes, sir; those were the same goods.

Q. And you think Schott & Feibish were doing a wholesale business in this city?

A. And retail.

Q. Their principal business was wholesaling, wasn't it?

A. I did not say so.

Q. I ask you if it wasn't?

A. No, sir; I did not say so; I said I considered their principal business retail.

Q. But they did some wholesale business?

A. Yes, sir.

Q. Then if their principal business was wholesale instead of retail you don't know condition nor their business, do you?

A. How do I understand you?

464 Q. I say if you understood that their principal business was retail instead of wholesale you were not acquainted with the character of their business?

A. I am not more acquainted with any man in business.

Q. Your house does an exclusive wholesale trade?

A. Since I came in there we have done an exclusive wholesale business; it did not used to. When I first came to Detroit Mr. Heinneman was doing a wholesale and retail business; I was the first wholesale clothing house in the city of Detroit.

Q. What kind of business was Schott & Feibish—that is, what were they doing between Nov., 1877, and March, 1878?

A. Well, that is the very kind of business I am telling you?

Q. Between those two dates?

A. They moved here with the very intention I told you.

Q. They did not move here in 1877?

A. On dates you have got me every time.

Q. Do you recollect when they made their first composition?

A. I remember when they made their composition, certainly.

Q. After that time do you know what kind of a business they did here?

A. I stated then after they had made their first composition, at 35 cents, I think it was. Yes, I recollect that; and then Mr. Max Schott & Leroux & Co. they stepped out, and I understood that Schott & Feibish were exclusively, and they gave themselves out, as far as I understand, to

465 do more of a jobbing trade than ever before.

Q. They were principally wholesalers after that?

A. I don't know as they were; I know that they were selling.

Q. You knew they sold to Leroux of Bay City, Schott of East Saginaw, and Joshua Smith?

A. I did not know who their customers were; at the same time I might have heard who they sold to. I heard who they sold to.

Q. Who did you hear from?

A. I think I heard from Schott, and I think I heard from Leroux. I think I heard from somebody up in Lake Superior; I forget now the name—somebody they were selling goods to.

Q. Mr. Schott does not claim that he sold any at wholesale in Lake Superior; can you state who you heard it from?

Mr. Dickinson. Hold on; Schott don't say so.

A. Oh, I will correct that; that was before their failure.

Q. Is it not a fact that the most you have testified to here about that refers to before the failure?

A. So far as coming from Saginaw here and moving down under the hall there next to Jefferson ave., Merrill Hall. It was with th*at* intention of enlarging the business, as I stated before.

Q. Because they had $16,000 in money; you knew Sam. Schott did not have any capital at all, didn't you?

A. I could not say that; I know when he commenced 16 years ago Schott did not have any money.

466 Q. When he told you that Feibish had $16,000 in money, did he tell you anything about his own condition?

A. No, sir; because he had a good credit; they were running all after him. You never saw anything like it. I think it was Sykes that sent Sam. Schott's wife a set of jewelry to induce him to buy goods of him.

Q. You have testified a good deal about Schott & Feibish, Max Schott & Leroux; are you testifying of your own knowledge, or what somebody has told you?

A. I think I talked of that as I went along in business.

Q. Did you understand my question?

A. Yes, sir.

Q. Then why can't you answer?

(Question repeated.)

A. Partly from my own knowledge and partly from what has been told me.

Q. In relation to the wholesale business of Schott & Feibish, you rely entirely upon what has been told you?

A. Not entirely.

Q. I want you to tell me what you know of your own knowledge?

A. There was a man by the name of Pick, in Muskegon, who failed, who owed us quite a little money. When he came to a settlement I found out what we were in, and that Schott & Feibish were in, and Michaels & Co., of Rochester, were in, and several parties were in; from that I knew that Schott & Feibish did a wholesale business.

Q. The man Pick was formerally an employee of theirs, was he not?

467 A. I don't know; I don't think that he was; it would be very easy to account for, because many clothing men have employees and set them up after they think they are all ripe & right.

Q. Have you finished?

A. Yes, sir.

Q. If you have I am satisfied.

A. I am through.

Redirect examination:

Q. You swore that in your house the goods that were marked for Samuel Schwab were placed in the third story of your building; will you state what Schwab was doing when the goods were put up there?

A. Yes, sir; Mr. Schwab came here; he had been in St. Louis.

Mr. WISNER. Are you speaking of your own knowledge?

A. I know it myself because I think he told me. Well, Mr. Schwab came here from St. Louis, and came in here, and he said he lives in Montana.

Mr. DICKINSON. Q. You did not know him up to that time?

A. I did not know him at that time; I understood he was coming here. I was told that he came for a two fold purpose in coming East. One was for the purpose of getting a stock of goods and the other was to get married if he found a suitable person. I make no bones about it, and I took the precaution to write back there, to find out who he was, and I found
468 out that he did the largest business in Montana. I can give you the name if you require it. I would rather keep it out, but you can have the name; I can bring it to you, bring the telegraphic answer and will show it to you. I was satisfied that Mr. Schwab was a man of good character.

Q. From this inquiry?

A. From this inquiry and also a man of considerable means. Considerable means, gentlemen. And he came here and he came to my store and

and he said that he was living out there in a country where there is Indians, a good many, and he could use job-lots of goods. I went up stairs with him and showed him some jobs in my store, and I told him this is goods which is a little out of date here but rather than to throw them into an auction room or close them out otherwise I would sell them to him at a price less than cost, and give him time on it if he wants to discount them; he can do either. I made him fair terms and he looked them through & he said he would be in again in a day or two; he is in no hurry about going away; he is going to stay a few days or a week in the city; while staying here I told him I should like to see him at my house, I think I invited him to dinner on Sunday, and I make no bones about it; I wanted to get him acquainted with a half-sister of my wife's who was at my house then.

496 Mr. Dickinson. That was after inquiring about his character?

A. Yes, sir; he came up there, and Mr. Schwab was in the store quite often. Says I, "Mr. Schwab, let us go up stairs and see if I can't sell you some goods." He says, "I passed on the street to-day a place where they had a large placard out that they want to sell goods out at some price or other; I have a good notion to go in and look at them;" and I think he did go in and look at them; & he came back the next day, I think it was, and said that he had bought those goods; and it was in the month of March he asked the privilege of storing those goods in our place, and then had them shipped by way of Duluth to Bismarck, I believe, on the Missouri River, at the opening of navigation, and shipped those goods out to his place. I told him he had better put those goods down in a public storehouse somewhere, and from there they could go right on a boat on the opening of navigation, because we have no public storehouse, and we did not intend to keep any. He says he don't like public storehouses, that the goods might get broken into, and the insurance would cost more to carry, and he intended to buy more goods of me, and it would be one shipment. I told him if that was the case he should have
470 to go and insure those goods; if he did not want to put them in a storehouse we would give him a room. The goods came between ten in the morning and three in the afternoon; they came in where we usually receive our large goods. After that there were some men sent in there—I don't know who they were—to hoist the goods; they were put up in the second story where our goods were, and they were faced out with the mark on; they were standing up; you could not pass them any more than you could pass any of these pigeon-holes here without noticing and seeing them.

Q. He claimed to have bought them and paid for them?

A. He told me that he had bought the goods; that is, I hadn't any business to ask him.

Q. He married your sister-in-law?

A. He did, on the first day of May.

Q. Will you state when he came and spoke about this that he thought he could make a greater profit on the goods if he could get a new way of transportation.

A. He said it was his cheapest route from Lake Superior, by way of Duluth, then strike the Missouri River at Bismarck.

Q. Did he go East from here?

A. Yes, sir; and also to Texas, and then went over also to St. Louis again.

Mr. WISNER. Are you testifying of your own knowledge now or
471 of what somebody has told you?

A. I have a letter from Texas from him.

Q. Have you got it?

A. When I say "I" I mean to say after he was engaged he went to Texas & I saw his letters to her.

Q. Did the marshal come and take the goods?

A. Yes, sir.

Q. Mr. Schwab brought suit and got a judgment?

A. So I understand.

Q. And an execution was out?

A. Yes, sir; I understand all that; that is all I know about it.

Mr. WISNER. Enter my objection to all this testimony about Mr. Schwab and his young wife as immaterial and impertinent to the *the* issue in this case.

Mr. DICKINSON. We submit that it is competent as it is called out by the complainants' counsel, and complainants' counsel have sought since this litigation has commenced to slur Butzel and Heinueman for having the goods stored in their loft. They have done it in every court in the city, and in every court where they have appeared, and this is the first time Mr. Butzel has been upon the stand, if I can remember right, where he could make any statements in that regard.

Mr. WISNER, Have you told it all?

A. With the exception of what I told the marshal.

Q. Have you stated the whole story?

A. I have not.

Q. Do you desire to state the rest?

A. I do.

472 Mr. WISNER. I will enter my objection to your so doing, and you may fire away until 12 o'clock.

Mr. DICKINSON. I suppose when the marshal came there you told him a lie about it, didn't you, and let him know nothing about these Schwab goods?

A. Didn't do no such things. The marshal came over there with what I think they called—I am not positive—a provisional warrant, or some kind of a paper in relation to Schott & Feibish about a bankrupt matter, and he held it out and said he wanted to take—he says he was after some goods, 21 cases of goods, or something like that. I looked at that paper and I told him we had no goods that I am aware of which belong to Schott & Feibish; if he had any papers for Sam. Schwab's goods, we have got a lot of goods, 20 or 22 cases, I forgot how many it was, something like that, which was in our store.

Q. Told him that without any hesitation?

A. I told him that without any hesitation whatsoever, and he said he had no such papers; that is the paper there. I says I decline to let you have any such goods on this paper. He went out and was gone I don't know whether a half an hour or an hour. I don't know how long. It might have been longer, and he came back, and he
473 had again the same kind of a paper, and he said he was going to

take those goods under that paper, and refused totally; and I forbid him to take those goods under any consideration; if he did so, he did so at his peril; and furthermore says, "If you try to take those goods I shall resist you with force, with all the force I have." He says, "If you resist me I shall have resist you," just in that way. He went down to the cellar; I objected to his going to the cellar; and he looked and did not find them; did not find any there. There was about four stairs to get by a platform to go up stairs, and I stepped up there, and I objected to his going up stairs, and he says he is determined to go up there if he has to fight for it. Well, I had exhausted my power as far as I could at the time, and he went up stairs, and I went up there after him; and when I came up there I think my brother, or some one, follows me up there; and he came up, and on the first floor, where we had the goods that are loose, 1 small room. He did not find them there, and he went on the next floor, and there were the goods, as plain as you and I. Says he, "These 474 are the goods I am going to take." Says I, "Those are Mr. Schwab's goods; if you take them, you take them at your peril. Before you take them you had better be secured; those are his goods." Then he says he was going to put a man in there to watch those goods. That was about 4 o'clock in the afternoon. Says I, "We will have no man in here." Says I, "Mr. Matthews, those goods came in here in broad daylight, and I want them removed in broad daylight." I says, "I don't want any further trouble; if you are determined to have those goods by fight, right or wrong, I will pledge you my own word the goods will remain intact as the goods you see now, that belong to Heinneman & Butzel." He says, "If you say that, I will go home and remove them some other time." I says, "You may rely on it." I forget how long the goods were left there, but they were removed away. Whether they were removed the next day or not, I could not say.

Mr. Wisner. Have you finished?

A. I don't remember anything else just now.

Mr. Dickinson. Perhaps you can remember something more.

Mr. Dickinson. You don't think of anything more?

A. No, sir.

475 *Isadore Kauffman for defence.*

Isadore Kauffman sworn on behalf of defendant.

I am a wholesale dealer in clothing, in this city. I have lived here since 1862, and I have been a wholesale & retail dealer right along. Exclusively wholesale I commenced in 1866.

Q. Do you know Schott & Feibish?

A. Yes, sir.

Q. Will you state, if you please, whether, when Schott & Feibish were in business in the city of Detroit, you knew anything of their reputation as to the kind of dealers they were, whether wholesale or retail.

A. To my knowledge I think they were wholesale retail, or retail wholesale.

Q. Principally retail?

A. Yes, sir; and some wholesale.

Cross-examined:

Q. When did they commence doing business here?

A. I don't remember exactly the year.

Q. When were they in business here?

A. I suppose they were in business here, I should judge, about 2 years ago; about '76, '77; 1878, I believe, they went out of business; they must have come here about 1874 or 1875.

Q. And what kind of business did they do between Nov., 1877, and March, 1878?

A. What do you mean? I don't know what kind of business they were doing in 1877.

Q. In Nov., 1877, what kind of business did they do here?

476 A. I suppose they were doing a retail business. I hear they have been doing a wholesale also.

Q. Who told you?

A. I suppose some of my salesmen.

Q. Is that all the information you have about that?

A. Yes, sir; that is all the information I got at that time; I got information before that time.

Q. Of what business they were doing before that?

A. Yes, sir; before that I knew they had been doing wholesale.

Q. You knew they had been doing wholesale, when?

A. As soon as they were here, more or less.

Q. Before November, 1877?

A. Yes, sir.

Q. I am asking you what kind of business they were doing about Nov., 1877.

A. I heard they had sold some goods at wholesale.

Q. How did you hear that?

A. My salesmen told me.

Q. Did you have any other information?

A. No, sir.

Mr. Dickinson: You never knew they changed their business?

A. No.

Mr. Wisner. You knew they changed their store?

A. Yes, sir.

Q. You knew they moved and took a much smaller store than they formerly occupied?

A. Yes, sir.

Mr. Dickinson. I offer in evidence the record of the suit in the Bay circuit court against the marshal.

The same is marked "Exhibit G."

The hearing was here adjourned.

477 *Christopher R. Mabley recalled for complainants.*

REBUTTAL.

FEBRUARY 11TH, 1880.

CHRISTOPHER R. MABLEY recalled on behalf of complainants:

Q. What is your business?

A. Clothing business.

Q. Wholesale or retail?

A. Retail.

Q. Do you do any wholesale business?

A. Well, we have sold, I think, two or three small bills; we call our business a strictly retail business; we make—

Mr. Dickinson. We interpose our objection to this testimony as not properly rebutting; the complainant having rested his case, the testimony is not proper at this time.

Q. Do you hold yourself out as a wholesale dealer?

A. No, sir.

Q. Have you, so far as you know, any reputation as a wholesale dealer?

A. None, sir.

Q. You knew the store where Schott & Feibish did business?

A. Yes, sir.

Q. How many doors is that from your place of business?

A. Well, they had two stores; one near the corner of Woodward avenue, and another one about three doors from our place.

Q. When did they have the store near the corner of Woodward and Jefferson ave's?

A. I think somewhere about 1876; I could not tell exactly.

Q. Did they have a store at the same time in your block?

A. No, sir; later than that. It must have been, I judge, about 1878.

478 Q. They moved their store up to your block?

A. Yes, sir.

Q. They had one store at the time?

A. I think that was the way it was.

Q. Do you know Joshua W. Smith?

A. Yes, sir.

Q. Was he formerly in your employ?

A. Yes, sir.

Q. When did he leave your employ?

A. Some time in Sept. 1877.

Q. He afterwards went into the clothing business you know on Woodward ave?

A. Yes, sir.

Q. How long did he work for you?

A. I think it must have been a year and a half.

Q. Do you know anything about his financial condition?

(Objected to as incompetent, irrelevant, and not proper rebuttal.)

Q. While he worked with you?

A. Yes, sir.

Q. What do you know about it?

A. He was always hard up.

Q. Do you know whether he had any credit?

A. I never knew that he could get credit anywhere.

Q. What do you know of his being hard up?

A. He was all the time talking to me at different times how hard up he was, how he had suffered really from want, and I used to tell him, why didn't he go down to his brother and ask him to help him.

Mr. Dickinson. I most seriously object to what he said to Smith.

Q. Mr. Dickinson puts his objection on paper, and you can do the same; go on with your story.

A. He said he would not go to his brother, he would rather starve first.

479 Q. What do you say about his being in debt to parties?

Mr. DICKINSON. All this is subject to objection.

A. Parties used to come in to dun him; I have spoken to a good many parties myself.

Q. Never mind that. Was he in debt to you when he left your employ?

A. Yes, sir.

Q. Has that indebtedness been paid?

A. No, sir.

Q. When he left your employ, from then up to the present time, do you know whether he had any credit?

A. Not that I know of.

Q. He was formerly in business for himself before he went into your employ?

A. Yes, sir.

Q. Do you know what business he was in?

A. Furniture business.

Q. How did he go out of that business?

A. He failed.

Cross-examination:

Q. Did you ever know of his asking for any credit in any business yourself, personally?

A. He has asked us for credit.

Q. In what business?

A. When he was in the store.

Q. When he was with you?

A. Yes, sir.

Q. You refused him credit when he was with you?

A. Yes, sir.

Q. Do you know of his asking credit anywhere else, yourself; do you know it of your own knowledge?

A. I can't remember anything in particular.

Q. You say he failed when he went out of the furniture business?

A. Yes, sir.

Q. Do you know what he paid?

A. No, I do not.

Q. Do you know whether he got a settlement with his creditors?

A. I think not.

Q. Do you know anything about it?

480 A. I have heard him say so.

Q. Do you swear that you ever heard him say he did not get a settlement with his creditors? You don't know anything about it, only what he told you?

A. Only what he told me himself.

Q. Will you swear that he did not pay 100 cents on the dollar?

A. Only what he said.

Q. Did he ever tell you he did not pay 100 cents on the dollar?

A. Yes, sir.

Q. When did he tell you he had not paid 100 cents on the dollar?

A. When he was with me; I could not remember any particular date.

Q. Why did he tell you?

A. He did not say; he gave to understand that he had not settled.

Q. Did you ever see creditors of his?

A. Yes, sir.

Q. Did they ever tell you that he had not paid them?

A. I cannot say.

Q. Will you swear that you ever saw a creditor of his in the furniture business who said that he had not got his pay?

A. No, sir.

Q. Do you know how much he owed at the time he failed in the furniture business?

A. No, sir.

Q. Do you know he failed for about $100,000?

A. I could not tell you; I don't know for sure that he told me the amount.

Q. Still he went right into your business after that failure?

A. No, sir.

Q. Well, after he closed up the furniture business?

A. Quite a while.

481 Q. You never knew any of these old furniture creditors of his coming into the store and dunning him?

A. I did not know his creditors.

Q. What kind of creditors were they?

A. I saw creditors coming in there. I never asked them.

Q. Did you ever hear any man ever ask him to pay a bill?

A. Yes, sir. I have asked him myself.

Q. Any man about town?

A. Yes, sir.

Q. They never asked you for it?

A. Yes, sir.

Q. Who; name one man?

A. I could not tell; it is so long ago.

Q. You can't place the name of a single man?

A. No, sir.

Q. You would not swear one of them was a man whom he owed in the furniture business?

A. No, sir.

Q. You would not swear that he failed for $100,000?

A. I could not say how much he failed for.

Q. You know his brother, M. S. Smith, is one of the wealthiest men in the city of Detroit?

A. No, sir; he is a cousin; I don't know that M. S. Smith is his brother. Ed. Smith is.

Q. You know M. S. Smith to be a man of standing in this community, and of wealth?

A. Yes, sir.

Q. A man above reproach in every way?

A. Yes, sir.

Q. You don't want to intimate anything against his character?

A. No, sir; I have not attempted to.

Q. You know that M. S. Smith is one of the leading capitalists of this State?

A. Yes, sir.

Q. He is a relative of Joshua W. Smith?

482 A. Yes, sir.

Q. Do you know anything against the private character of Joshua W. Smith?

A. No, sir; I don't know that I do.

Q. You never heard anything against him except that he was financially embarrassed?

A. I think that was about all.

Q. You know of no reason why his brothers and his cousins and brothers would not help him at all?

A. No, I don't think that I know of any particular reason for it.

Q. You are considerably interested in this litigation?

A. Not at all.

Q. Did you not apply to the supreme court of this State for a mandamus to compel the judge of the superior court of Detroit to vacate the order for a new trial in the Schwab case for one of the seizures made in this case?

Mr. Wisner. State what you know.

A. Yes, sir.

Mr. Wisner. Don't guess at it; if you don't know, say so.

Mr. Dickinson. Did you apply to the supreme court for a mandamus to compel the judge of the superior court to set aside an order granting a new trial against Christopher R. Mabley & Salmon S. Mathews?

A. I don't remember.

Q. You were a defendant in that suit, were you not?

A. I could not tell you now.

Q. Can't remember?

A. No.

Q. Did you make an application to the supreme court for a writ
483 of prohibition restraining the judge of the superior court from
interfering with this suit and the Schwab suit in this court?

A. I don't really understand the different cases.

Q. Did you see the newspapers in which the result was announced in the case of the people ex rel. Christopher R. Mabley vs. the judge of the superior court of Detroit?

Q. The only thing that I ever saw of it in the paper that I remember was when they were to levy on my stock. I tried to keep them from levying.

Q. Didn't you apply for relief to the supreme court of this State, sign some papers for a writ of prohibition?

A. I signed some papers, I don't know which they were. I am not conversant enough in the law to know the different cases.

Q. But you recollect giving the sheriff of the county of Wayne a bond to protect him from not levying on the judgment of Samuel Schwab vs. C. R. Mabley, yourself and S. S. Mathews?

A. They made an attachment on my stock.

Q. Did you give a bond to the sheriff to protect him from not going on with that?

A. I think there was a bond given.

Q. Did you give a bond to United States marshal in the matter of the petitioning creditors of Schott & Feibish to protect him in making the seizure of the goods of Max Schott and Leroux, of Bay City?

A. Not of Leroux.

Q. Did you of Max Schott?

484 A. Which Schott is that?

A. The Saginaw Schott.

A. I don't think it.

Q. Did you indemnify the marshal against seizing the stock in the store of Heinneman, Butzel & Co.?

A. On one stock.

Q. Your partner is J. L. Hudson?

A. Yes, sir.

Q. He is a complainant in this case?

A. Yes, sir.

Q. Your relations are quite intimate with the Rochester creditors in this case?

A. Yes, sir.

Q. You buy largely of them?

A. Well, not so largely as we used to years ago.

Q. You have a brother doing business at Pontiac?

A. I had one there; I havn't now.

Q. Did you furnish him goods from your stock?

A. If he asked us to send him a pair of shirts & drawers we did.

Q. Did you furnish him any stock?

A. No, sir.

Q. Did you buy for him?

A. No, sir.

Q. How many Mabley stocks are there in Michigan?

A. Jackson.

Q. Did you furnish that stock?

Q. Any other Mabley store in Michigan?

A. Those are all, I believe.

Q. You did not sell any goods at wholesale?

A. We have sold two or three lots of goods; we would sell a man for cash two or three hundred dollars.

Q. You did not sell any for credit?

A. We do a little credit.

Q. Do you keep books for credit?

A. Yes, sir.

Q. For such you keep books?

A. Yes, sir.

Q. Keep a ledger and journal?

A. Yes, sir.

485 Q. Will you produce your ledger?

A. Yes, sir.

Mr. WISNER. Can you tell your sales?

A. Yes, sir.

Mr. DICKINSON. I would like to see the sales you make on credit?

A. It is quite a job to bring it over here now.

Mr. DICKINSON. I ask you to produce the ledger and books of original entry showing the goods you have sold in 1877, '8, '9, and 1880.

Mr. WISNER. You may decline to do that under my advice and you need not produce your books for the purpose of showing that.

Mr. DICKINSON. Simply to show—

The WITNESS. I decline to produce them.

Mr. WISNER. You may produce your books to show what wholesale business you do on credit, but you need not produce your books to show your retail trade.

Mr. DICKINSON. I ask the witness to produce the books showing the sales he makes upon credit. I don't ask him to comp*lie* the amount of his trade at retail, but simply desire to see the course of business. Mr. Mandell, I desire you to make out a certificate and have this matter certified to the court.

Mr. MANDELL. Yes, sir.

Mr. DICKINSON. I simply desire to have your attention called to it so you can certify it to the judge.

Mr. MANDELL. Take down what Mr. Dickinson says, Mr. Whittaker.

486 Q. Will you produce such books now? Q. Won't produce any?

A. Not to-day; I am very busy with the inventory; I cannot do it.

Q. Fix your own time, gentlemen; I am at your service.

Mr. WISNER. For the purpose of inquiring into Mr. Mabley's business I don't think you are entitled to these books; if you wish to examine the books to see what wholesale business Mr. Mabley does, he will produce them for that purpose, but your demand is too extensive altogether.

The WITNESS. I do not like to have a man look through my books; they are private property.

Mr. DICKINSON. When will you produce what you are willing to produce, the books showing the wholesale business?

Mr. WISNER. Have you any books showing the wholesale trade?

A. I don't do a wholesale trade.

Q. Have you any books showing wholesale dealings?

A. I think in the books there might be two or three hundred dollars sold; it may be three or four hundred dollars. I have refused lots of times to sell wholesale, refused to sell for cash. I told them it is out of our line of business, send them to Heinueman, Heavenrich, and those places.

Mr. WISNER. Mr. Mabley can produce the books.

Mr. DICKINSON. Don't you have any books where you have sold at wholesale?

A. No, sir.

487 Q. Where you have sold otherwise than at retail?

A. I don't consider that I have sold at wholesale; have sold amounts to the extent of $300 or $400.

Q. Will you produce your books showing that?

A. I am not selling right along at wholesale.

Q. Do you sell occasionally $300 or $400?

A. It may happen once or twice a year.

Q. To sell $300 or $400?

A. It might not happen again in two or three years.

Q. Well, those appear upon your books, the instances when you have done that?

A. I suppose so; yes, sir.

Q. Will you produce the books showing that?

A. I don't see what benefit it can be.

Q. I simply ask you to produce the books showing any instance where you have sold at wholesale.

Mr. WISNER. Yes, you can produce those books showing the sales at wholesale.

The WITNESS. Sometimes I sell amounts to the amount of $100, $50, two or three hundred dollars.

Mr. DICKINSON. I would like you to produce all the books, showing the wholesale business, at your own time.

A. Well, after this week; we are busy with the books; some time next week.

Mr. WISNER. I guess to-morrow.

A. To-morrow; will it be necessary for me to show them to-morrow? I am going to Pontiac.

488 Mr. DICKINSON. Yes, sir; I want to examine you in connection with them.

A. I don't have anything to do with the books.

Q. I suppose you look them over occasionally?

A. Once in a while.

Q. Well, I want to examine you on them.

A. Mr. Hudson could come; he overlooks the books. I don't; I don't look at the books once in four or 6 months.

Q. Well, any time; you fix the time.

Mr. WISNER. If you can produce them have them here to-morrow at three o'clock.

A. I am going to Pontiac to-morrow.

Mr. DICKINSON. Your book-keeper can produce them.

A. I will tell you, perhaps I can put off going to Pontiac to-morrow, and go some other day. I will bring them over at three o'clock.

Mr. DICKINSON. Will they be produced at that time, Mr. Wisner?

Mr. WISNER. If they are produced at all it will be at that time.

Mr. DICKINSON. How long was Joshua W. Smith in your employ?

A. I think about 18 months.

Q. What did he ask you credit for that you refused?

A. I could not place it; he was in debt so much, so much I would not let him get in debt to us any deeper.

Q. How much did he owe you at that time?

A. I think it is about $75.

Q. What for?

A. He asked me to let him have some money.

489 Q. Borrowed money?

A. Yes, sir; a part of it.

Q. Schott & Feibish came pretty close to you in trade before they went out of business?

A. Yes, sir; the second or third door.

Q. They carried on a retail business there?

A. Yes, sir.

Q. Did not do much business, did they?

A. No, sir; I don't think they did.

Q. Hav'n't you announced it as your purpose to drive out of the retail trade every clothing house in the city of Detroit?

A. If I can do it I will do it.

Q. Have you not so announced your intention?

A. No, sir; I think not.

Q. Did you not so announce yourself before the seizure of the Schott & Feibish stock?

A. No, sir.

Q. Have you not made that announcement, and did you not make it before the seizure of the Schott & Feibish stock, in the presence of the United States marshal, that you would drive out of the retail trade every other retail clothing house in Detroit?

A. I don't think I ever made such a remark.

Q. Will you swear you did not?

A. Yes, sir; I don't think I ever made such a remark; Schott & Feibish made such a remark or Rothschild made such a remark. Rothschild says he would bring a man into the city of Detroit that could do a clothing business beside me.

Q. Did you say you would drive them out of business if they came?

A. No, sir.

490 Q. Or would like to see them do it?

A. I probably made the remark, "I would like to see them do it."

Q. When this provisional warrant was issued, do you remember the filing of the petition in bankruptcy?

I can't remember as to that. When it was done, do you mean?

Q. Yes, sir.

A. The only thing I knew about it was there was some talk about it; I could not tell you the particulars.

Q. You know when the parties were here?

A. I could not tell the dates; I know there were some eastern parties here from Rochester.

Q. Didn't you hear of the filing of the petition?

A. I heard it was done.

Q. Were they not in your store?

A. They were out and in the store.

Q. And did you not introduce them to Mr. Wisner as an attorney who would do that for them?

Mr. WISNER. I think he did not.

A. I did not.

Q. You heard your counsel say what he thought?

A. I didn't, anyway.

Q. Mr. Wisner, at the time?

A. Yes, sir.

Q. You did not tell them to go to Mr. Wisner?

A. I may have told them he would be a good man to have; I did not take them over there.

Q. Mr. Hudson is the junior partner of your firm?

A. Yes, sir.

Q. You founded the business?

A. Yes, sir.

491 Q. It is your business?

A. Yes, sir.

Q. You consented to his being appointed assignee?

A. I had nothing to do with its assigneeship.

Q. He is the manager of the business under you, isn't he?

A. Yes, sir.

Redirect examination:

Q. You expressed some objection to his being appointed assignee, did you not?

A. I know I was not in favor of it. I don't know; I can't remember about that. I am satisfied that I did not have anything to do with his being assignee. I would rather he would not be.

Q. You have had no interest in these Schott & Feibish matters?

A. No, sir.

Recross-examination:

Q. I have one more question to ask. You took the stock that was seized, didn't you, the Schwab stock, and the Leroux stock, and the Max Schott stock, yourself?

A. Let me see. We bought some stock. I don't know whether it was all their stock or not; bought some of the stocks.

Q. Who did you buy it of?

A. I think we bought it of the assignee.

Q. You bought it from your partner?

A. Yes, sir.

Q. Who bought it? C. R. Mabley & Co.?

A. Yes, sir.

Q. The concern?

A. Yes, sir.

Q. Who composed that firm?

A. C. R. Mabley & Joseph L. Hudson.

Q. Did this include the stock taken in Heinneman, Butzel & Co.'s store?

492 A. I am not certain about that.

Q. Did it not include all the assets of the estate that came in the hands of Mr. Hudson?

A. I think so.

Q. It included all the goods seized?

A. Yes, sir.

Q. Including the Leroux stock?

A. I don't know what stocks they were actually.

Q. Do you know they seized any other stock except the Leroux stock, the Max Schott stock, and the Schwab stock; did they seize any more?

A. I don't know, sir.

Q. You know that from the assignee?

Q. Mr. Wisner. You can confine yourself to what you know?

A. I don't know.

Q. You know they did not find any stocks of Schott & Feibish, any clothing except what they seized——the Max Schott and the Leroux stock, and the Schwab stock?

A. I don't know.

Q. How much stock did you buy?

A. Twenty-two thousand and some odd dollars.

Q. Did you pay the assignee for it?

A. Yes, sir.

Q. In money?

A. I think it was part money.

Q. Have you paid him?

A. Yes, sir; it is paid.

Q. Has he got the money?

A. Well, I don't think it is any place for me to answer whether he has got the money or not.

Q. I want to inquire into it.

What do I know what he has got? I don't know what money he has got.

Q. Did you pay him any money?

493 A. Part money & part notes.

Q. How much money?

A. I don't know exactly to a dollar. I could find out.

Q. How much in notes?

A. I can't really tell you the amount. I could find out by the books.

Q. Is not every dollar of that money to-day in the business of C. R. Mabley & Co.?

A. No, sir.

Q. Have any of those notes been paid?

A. I think they have all been paid.

Q. All of that money has been paid?

A. I think so.

Q. You can't swear to that?

A. No, I could not positively. I can by looking over the books.

Q. Can you swear that $5,000 has been paid Joseph L. Hudson that is not in the use of C. R. Mabley & Co. now?

A. I object to answering that.

Mr. WISNER. If you don't know say so; do you know *do you know* it?

A. I object to answering that.

The witness asks to have the last question read and it is read to him.

A. I am not positive about that. I can find out by looking it up.

Q. Is the money that has been paid in in use in the company of C. R. Mabley & Co. now?

A. I would not answer that.

Q. I won't press it.

Mr. WISNER. Why do you object to answering.

A. I don't like to tell anybody about my own business.

Mr. DICKINSON. I shall not press it.

Mr. WISNER. I will; I want to know.

A. I don't like to tell people about my business.

494 Q. I want to know if the money received by *by* the assignee for these stocks is in your business?

A. I think we borrowed a part of it.

Q. Do you know whether any part of it was?

A. Yes, sir; we borrowed a part of it.

Q. Is any of that in your business now?

A. Yes, sir.

Q. Where did you get your information?

A. I think from Hudson.

Mr. Dickinson. I will say to you, Mr. Mabley, that if that is a matter of inconvenience to you, you need not produce your books.

The hearing was then adjourned until 2 p. m. to-morrow.

Joseph L. Hudson recalled for complainant.

Thursday, *February* 12, 1880—2 o'clock p. m.

Joseph L. Hudson, complainant, recalled on his own behalf.

Q. You are the assignee of Schott & Feibish?

A. Yes, sir.

Q. Do you know Joshua W. Smith?

A. Yes, sir.

Q. When did you first become acquainted with him?

A. I think two or three years ago.

Q. And what business connection did you have with him, if any?

A. My first business connection with him was when I was managing Mr. Mabley's business for him when he was absent in Europe two years ago last summer; he was in Mr. Mabley's employ at that time.

Q. How long did he remain in Mr. Mabley's employ?

A. About 90 days.

495 Q. You mean after that?

A. About 90 days from the time I first came there.

Q. When did he leave; do you recollect?

A. September, 1877; it might have been the first of October.

Q. Do you know whether he had any credit?

(Objected to as not proper rebuttal, incompetent, and irrelevant.)

Q. After leaving Mr. Mabley's?

A. I should say not. I should say he hadn't.

Mr. Dickinson. Do you know, is the question?

A. Well, I don't know; but somebody might have trusted him for some amount.

Mr. Wisner. Do you know what his credit was?

A. His credit was not good; in fact he had no credit.

Q. Was he a man of any property?

(Same objection.)

A. He was not.

Q. I believe you stated you were a partner in Mr. Mabley's business?

A. I have not stated so, but I am.

Mr. Dickinson. I have no cross-examination.

The Witness. I understood that Mr. Mabley mentioned yesterday——

Mr. Dickinson. Now I object to this.

Mr. Wisner. What is it?

Mr. Dickinson. Do you want it now.

Mr. Wisner. I want him to make a statement if he wants to.

(Objected to as improper and irrelevant.)

496 The Witness. I understood yesterday that Mr. Mabley said that I, as a assignee, of Schott & Feibish, sold the stock of goods

which I came into possession of to the firm of C. R. Mabley, when the fact is I sold them to Mr. Mabley individually, with the distinct understanding that I was not to have anything out of the proceeds, or in any way to be connected with the sale or disposal of the stock.

No cross-examidation.

Christopher R. Mabley recalled for compl't.

C. R. Mabley recalled on behalf of the complainant:

I would like to make a correction. You asked me yesterday who bought the stock from Mr. Hudson. I said I did.

Mr. Dickinson. Do you want to make some correction?

A. I want to make some correction. I stated I bought it. You afterwards asked who the firm of C. R. Mabley & Co. was. I said J. L. Hudson & C. R. Mabley. I thought you might infer from that the firm bought it. I want to correct that, that is all.

Mr. Wisner. You stated yesterday that the goods were not paid for; the money was put in your business.

497 A. I did not state in that way, Mr. Wisner. I did not consider it a matter in any way in this case. I said there was some money in the business.

Mr. Dickinson. I don't care to call that matter; if I do I shall want to cross-examine at great length. I shall move the court to strike out what Mr. Mabley said; I don't want it on the record in that way.

Salmon S. Mathews.

Salmon Mathews sworn.

Q. You are the marshal of the district?

A. I am at present.

Q. Do you recollect the occasion of your seizing a stock of goods in Bay City under a provisional warrant issued in the Schott & Feibish cases?

A. Yes, sir.

Q. What goods did you take there?

(Objected to as incompetent and irrelevant, and especially as not proper on rebuttal in this case.)

A. A stock of ready-made clothing.

Q. How were they selected by you?

A. They were pointed out and identified by a man by the name of Rothschild, representing some Eastern creditors.

Mr. Dickinson. This is taken subject to my objection, and especially as being incompetent and hearsay.

Q. Did they come from the houses of the creditors?

A. Yes, sir.

Q. Did you leave any goods in the store?

A. Yes, sir.

498 Q. Can you state what quantity was left?

A. Not positively; I can only give you an estimate of them. I left a quantity of furnishing goods, hats, caps, and clothing. I should say, well, I should think there must have been between two and three thousand dollars' worth of clothing.

Q. Besides the furnishing goods?

A. Yes, sir.

Q. Did you have that stock inventoried and appraised up there?

A. I did.

Q. Have you the inventory and appraisal?

A. I have.

Q. Is that it?

A. That is it, signed by the appraisers.

(Produces a book.)

Q. This is the original inventory?

A. Yes, sir.

(Offered in evidence.

Objected to as incompetent, irrelevant, and not proper on rebuttal when the complainant has proven his case, and because it would require the introduction of a large amount of testimony on the part of the defense, the time for which has expired; and if persisted in we shall make application to the court to reopen the case and allow us to put in our proofs immediately.

The original inventory is marked "H W.")

Q. Did you go to Saginaw?

A. I did.

499, 500 Q. How did you take the goods from the Saginaw House?

A. I pursued the same course there as at Bay City.

Q. What amount of goods did you leave in the store at Saginaw?

A. I should think there was not very much difference in the amount of stock, as I remember it. There was a little more left there, I think. They had a larger stock at Saginaw than at Bay City.

Q. You mean after you seized.

A. Yes, sir.

Q. Have you the original inventory of the goods you seized at Saginaw?

A. Yes, sir.

(Inventory offered in evidence and marked "H. W. 2."

Same objection as to the inventory taken at Bay City; and further I give notice that if this testimony is admitted we shall be obliged to move for further time to take proofs.)

No cross-examination. Complainant rests.

Mr. DICKINSON. We give notice also, the time for taking proofs having expired, that we shall move the court, on the objections heretofore taken, to expunge all this testimony taken on the so-called rebuttal, there having been no time given for the taking of such proofs.

501

EXHIBIT 2.

SCHOTT & FEIBISH.

1877.			1877.		
Nov. 21	To over charge	54 00	Nov. 14	By me'd'se	2,673 90
" 22	" notes	2,799 90	" 18	"	180 50
Dec. 20	"	4,241 19	" 19	"	1,443 15
" 22	"	388 15	" 20	"	128 75
1878.			" 21	"	147 65
Jan'y 22	"	738 00	" "	"	75 90
" 25	"	339 00	" 22	"	253 65
Feb. 11	"	281 55	" 26	"	1,149 14
			" 27	"	677 65
			" 28	"	320 40
			" "	"	39 75
			Dec. 1	"	112 75
			" 4	"	127 90
			" 14	"	107 75
			1878.		
			Jan'y 14	Cash	225 00
			" 15	Me'd'se	114 00
			" 15	10 brogan', 7,380.20	738 00
			Feb'y 7	Me'dse	281 55
		8,841 79			8,841 79
Feb. 26	To note	405 75	Feb. 12 &		
			20	By m'd'se	405 75
			May 2	" "	251 00

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EXHIBIT A A.

SCHOTT & FEIBISH, DR.

1877.			1877.		
Nov. 20	To 4 p'rs pants	12 00	Nov. 15	By me'd'se	2,805 40
" "	" cash	905 63	" "	" "	80
Dec. 12	" notes as follows:		" 19	" "	1,159
" 22	" " " "	500 00	" 20	" "	527 9
" 29	" " "	500 00	" 22	" "	47 75
" 5	" " "	500 00	" 24	" "	803 65
" 12	" " "	500 00	" 26	" "	223 40
" 19	" " "	500 00	" 27	" "	276 40
" 26	" " "	500 00	Dec. 3	" "	170 77
" 3	" " "	500 00	" 5	" "	141 75
" 10	" " "	500 00	" 6	" "	129 50
" 17	" " "	500 00	" 10	" "	136 00
" 24	" " "	584 49	" 17	" "	46 50
" 29	" " "	500 00	" 21	" "	164 00
" 20	" m'd'se	110 00	1878.		
1878.			Jan'y 5	" Draft	400 00
Jan'y 10	" note	500 50	" 10	" "	650 00
" "	" "	650 00	" 14	" "	631 25
Feb'y 28	" notes as follows:		Feb'y 12	" "	752 33
" 8	" note	631 25	" 15	" "	633 40
" 18	" "	752 33	" 18	" "	543 75
" 15	" "	633 40	" 27	" "	1,656 23
" 30	" "	543 75	" "	" "	431 00
" 28	" "	500 00			
" 27	" "	600 00			
" "	" "	556 23			
March 12	" "	431 00			
		$12,410 58			$12,410 58

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EXHIBIT G OR 34.

STATE OF MICHIGAN,
Bay County, ss:

The circuit court for the county of Bay.

Exhibit G or 34. Joseph Leroux and Max Schott, copartners, doing business under the firm name of J. Leroux & Co., plaintiffs, in this suit, by McDonald & Mann, their attorneys, complain of Myron Bunnell, Salmon S. Mathews, and Horace Becker, defendants in this suit, in a plea of trespass, filing this declaration as commencement of suit:

For that the same defendants, on the 29th day of March, 1878, and on divers other days betwe'n that date and commencement of suit, with force and arms, and, to wit, at Bay City, in the county of Bay aforesaid, broke and entered the store building of the said pl'intiffs, situate and being on the south half of north half of lot' No. seven (7) and eight (8), in block No. fifty-two (52), according to the plat of Lower Saginaw (now Bay City), Michigan, and then and there made a great noise and disturbance therein, and staid and continued therein making such noise and disturbance for a long space of time, to wit, for the space of three days then next following, and then and there forced and broke open certain doors, partitions, walls, and shelves of the said plaintiffs belonging to the said store, with the appurtenances, and broke to pieces certain parts of said store of great value, to wit, of the value of five hundred dollars; and also during the time aforesaid, to wit, on the 29th day of March, seized and took divers goods, merchandise, and chattels, to wit, five thousand pairs of pantaloons, five thousand coats, five thousand vests, one thousand shirts, onet housand overcoats, five thousand suits of men's clothing, one thousand undershirts, the property of the said plaintiffs, then being and found in said store, and being of great value, to wit, of the value of twenty-five thousand dollars and carried away the same and converted and disposed thereof to their own use, by means of which said several premises they, the said plaintiffs, during all the time aforesaid, were not only greatly disturbed and annoyed in the peaceable
504 possession of the said store, but also they, the said plaintiffs, were during all that time hindered and prevented from carrying on and transacting therein their lawful business and affairs, to wit, at Bay City aforesaid, to the damage of said plaintiffs twenty-five thousand dollars.

And also for that the said defendants, on the twenty-ninth day of March, 1878, with force and arms, to wit, at Bay City, in the county of Bay, Michigan, seized, took, and carried away two thousand coats, one thousand overcoats, one thousand vests, two thousand pairs of pantaloons, and one thousand suits of clothing, the property of the said plaintiffs, of great value, to wit, of the value of twenty-five thousand dollars, then and there found and being, and disposed of the same to their own use; and other wrongs to the said plaintiffs then and there did, against the peace of the people of the State of Michigan, and to the damage of the said plaintiffs of twenty-five thousand dollars; and therefore they bring suit, etc., etc.

McDONNELL & MANN,
Plaintiffs' Attorneys.

STATE OF MICHIGAN,
Bay County, ss:

I hereby certify and return that, on the 24th day of April, I served the declaration, of which the within is a copy, on Miron Bunnell and Horace Becker, two of the defendants named in said declaration, by delivering to each of said defendants, in said county of Bay, a true copy thereof, and of the notice to appear and plead endorsed' hereon as is hereon endorsed.

MARTIN W. BROOKK,
Sheriff of Bay County, Mich.

STATE OF MICHIGAN,
County of Oakland, ss:

I hereby certify and return that, on the 29th day of April, 1878, I served the declaration, of which the within is a true copy, on Salmon S. Mathews, the defendant named in said declaration, by delivering 505 to said defendant, in said county of Oakland, a true copy thereof, and of the foregoing and the notice relating thereto, together with a true copy of the notice to appear and plead endorsed thereon as hereon endorsed. My fees, $1.25.

LOVETT W. STANTON, *Sheriff.*

Filed April 22, 1878.

W. M. KELLY, *Clerk.*

STATE OF MICHIGAN, *ss:*

The circuit court for the county of Bay.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker.

On filing declaration in this cause as commencement of suit, and on motion of McDonell & Mann, attorneys for the plaintiffs, it is ordered that defendants in said cause appear and plead to the said declaration within twenty days after the service upon them of a copy thereof, together with a notice of the rule to plead endorsed thereon, or judgment, &c.

McDONNELL & MANN,
Plaintiffs' Attorneys.

Dated April 22nd, 1878.

506 In the circuit court for the county of Bay.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker.

The appearance of Miron Bunnell, Salmon S. Mathews, and Horace Becker, defendants, by Hatch & Cooley, their attorneys, is hereby entered in the above-entitled cause.

HATCH & COOLEY,
Defendants' Attorneys.

Dated & entered May 15th, 1878.

In the circuit court for the county of Bay.

MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker
ads.
JOSEPH LEROUX AND MAX SCHOTT.

The above defendants, Miron Bunnell, Salmon S. Mathews, and Horace

Becker, by Hatch & Cooley, their attorneys, come and demand a trial of the matters set forth in the plaintiffs' declaration.

HATCH & COOLEY,
Def'ts' Att'ys

The said plaintiff will take notice that said defendants will give in evidence in their defence that on the 14th day of March, A. D. 1878, a provisional warrant was, by the order of the district court of the United States for the eastern district of Michigan, duly and regularly issued out of said court, in a matter and proceeding in said court duly and legally pending, against Samuel Schott and Philip Feibish, alleged bankrupts, wherein and whereby the United States marshal*l* of said district was duly and legally commanded forthwith to take possession provisionally of all the 507 property and effects of the said alleged bankrupts, said Schott & Feibish, and to safely keep the same until the further order of said court, and which said provisional warrant, in due legal form and duly and regularly issued, was placed in the hands of said defendant, Salmon S. Mathews, who was then and there United States marshal*l* of said district, and that Salmon S. Mathews as such marshal*l*, under and by virtue of said writ and the command therein contained, did seize and take the goods and chattels mentioned and described in said plaintiffs' declaration into his possession, and which said goods and chattels were at the time of said seizure and at the time alleged in said plaintiffs' declaration the goods, chattels, and property and effects of said Samuel Schott and Philip Feibish, and not the property of said plaintiff.

That said defendant Miron Bunnell *well* was, at the time aforesaid, the deputy of said defendant Salmon S. Mathews, and the agent of said Mathews; and that said defendant Horace Becker was also then and there deputy of said defendant Salmon S. Mathews, and the agent of said Mathews; that said defendants Bunnell and Becker, by the direction and command of said marshal*l*, and under and by virtue of said provisional warrant, aided and assisted said marshal*l* in said seizure and taking possession.

That afterwards, to wit, on the 13th day of April, A. D. 1878, said Samuel Schott and Philip Feibish were in said proceedings in said district court adjudicated bankrupts, and afterwards an assignee in bankruptcy was duly and regularly elected and appointed in said cause, and said goods and chattels and property and effects described in said plaintiffs' declaration were turned over by said marshal*l* to said assignee, and are now held by him as a part of the estate of said bankrupts.

Dated May 25th, 1878.

Yours, &c.,

HATCH & COOLEY,
Att'ys for said Defendants.

To Messrs. McDonell & Mann, *Pl'ffs' Att'ys.*

508 *Affidavit of M. E. Crofoot.*

The circuit court for the county of Bay.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, HORACE BECKER, AND SALMON S. Mathews.

STATE OF MICHIGAN,
Bay County, *ss:*

M. E. Crofoot, being duly sworn, deposes and says *says* that he has read the affidavit of Bernard Rothschild, sworn to on 31st August, 1878, before J. A. Eastman, and he knows the contents thereof; that deponent has been of counsel in the above-entitled cause for the parties in interest therein, as well as of S. S. Mathews, said above defendant, from the commencement; that he has been of counsel for the parties in interest from the commencement of proceedings out of which this suit arose; that this suit arises out of proceedings taken against the firm Schott & Feibish—Samuel Schott and Philip Feibish—doing business in Detroit for some time prior to March last, carrying on there a general clothing business; that deponent was first consulted by said Bernard Rothschild, a member of the firm of N. Levi & Co., of Rochester, N. Y.; and by H. Michaels, of the firm of H. Michaels & Co., of same place; by Ferdinand Hayes, of firm of Oppenheim, Hayes & Co., of same place, and by other creditors of said Schott & Feibish, who about that time proceeded by petition against Schott & Feibish, as creditors of said Schott & Feibish, in the United States district court for the eastern district of Michigan, and that upon such petition said Schott and Feibish were adjudicated bankrupts, and a provisional warrant was issued by and from said court to *to* the marshal*l* of said district to seize the goods, chattels, and effects of said bankrupts, and under which warrant the said marshal*l*, the aboved-named Salmon S. Mathews, by the direction of said creditors, proceeded
509 to seize under said warrant the go'ds and chattels named in the
declaration in this cause as a part of the assets of said Schott & Feibish; that said goods and chattels were afterwards by said marshal*l* turned over to th' assignee in bankruptcy of said Schott & Feibish, and have been by said assignee sold and disposed of as a part of the estate of said Schott & Feibish.

And this deponent further says that before said seizure of said goods by said marshal*l* said creditors proceeded to investigate th' facts about the goods named in this suit and the title to said goods, and that the said investigation, at Detroit, at Rochester, at Buffalo, and at Bay City, was made and conducted principally by said Bernard Rothschild and then communicated to this deponent, who was the attorney and counsel for said creditors; and upon such facts this deponent advised said Rothschild and said other creditors that said goods and chattels would be held under the bankrupt act as part of the estate of said Schott and Feibish, and liable to seizure under such provisional warrant; and acting under such facts so gathered and such advice so given, said marshal*l* was by said creditors directed to seize said goods under said warrant, and was by said creditors indemnified for so doing.

And this deponent further says that the testimony of said Rothchilds is material for the defendants in the above-entitled cause, and without it they cannot safely proce'd to the trial of said cause; and that from the facts which he has learned from said Rothschilds and others, he advised said Rothschilds and the other creditors of said Schott and Feibish and the parties in interest that the above-named defendants have a good defense upon the merits in the cause above entitled. Deponent further says he as counsel was to be present and take part in the trial of the above cause, and has since the commencement of said cause kept up correspondence with said Rothschilds, that it was understood by said creditors that said Roths-
510 childs should take charge of the trial of said cause as the party in
interest; that deponent, with that understanding, about the 20th August last, wrote to said Rothschilds stating when this term commenced and informing said Rothschilds, he must come on and make preparations for the trial of the cause; that he afterwards and by due course of mail received a letter from said Rothschilds, dated 27th August last, saying he would be on to Detroit and see deponent on Friday or Saturday of last week, and deponent supposed he would be here as advised, and had no intimation to the contrary until 31st August last he received a telegram from said Rothschilds that he could not come; that he had sent affidavits to Hatch and Cooley.

M. E. CROFOOT.

Sworn and subscribed before me this 3rd Sept., 1878.

H. M. GILLETT,
Notary Public, Bay Co., Mich.

Filed September 3, 1878.

W. M. KELLEY, *Clerk.*

Affidavit for continuance.

Circuit court for the county of Bay.

MYRON BUNNELL, SALMON S. MATHEWS, & Horace Becker
ads.
JOSEPH LEROUX AND MAX SCHOTT.

BAY COUNTY, *ss:*

Miron Bunnell, one of the above-named defendants, being duly sworn, says that notice that said cause would be brought on for trial at the next term of said court, to be held at the court-house, in the city of Bay City, in said county, on the third day of September, 1878, was duly served by said plaintiffs' attorneys upon his said attorneys.

511 And this deponent further says that he has fully and fairly stated the case in this cause to Hatch & Cooley, esq., his counsel therein, who resides at Bay City, and that said defendants have a good and substantial defense upon the merits thereof, as he is advised by his said counsel, after such statement made, as aforesaid, and verily believes to be true.

And this deponent further says that he has also fully and fairly disclosed to his said counsel the facts which he expects and believes he shall be able to prove by Bernard Rothschild, witness for said defendants therein;

and that the said Bernard is a material witness for said defendants in said cause, as deponent is advised by his said counsel, after such statement made, as aforesaid, and verily believes it to be true; and that defendants cannot safely proceed to the trial of said cause without the testimony of said Bernard ,as this deponent is also advised by his said counsel, after such statement made as aforesaid, and verily believes to be true.

And this deponent further says that Salmon S. Mathews is United States marshal*l* for the eastern district of Michigan, and that this *this* deponent is one of his deputies; that the above action is brought to recover from the said marshal*l* and his deputies certain properties seized by them; that said goods and chattels were seized by said marshal*l* and his deputies, the other defendants above named, by virtue of a provisional warrant issued out of the district court of the United States for the eastern district of Michigan in certain proceedings in bankruptcy against Samuel Schott and Philip Feibish. This deponent further says that said Bernard Rothschild resides in Rochester, in the State of New York, and that it was arranged and understood between said defendant and said Rothschild that he, said Rothschild, should be present on the trial of the above cause as a witness for defendants and to take charge of the trial and of the management thereof; and this deponent had every reason to suppose that he would be so present but for the fact of his sickness, as set forth in the affidavit of said Rothschild and of John W. Whitbeet, which are herewith submitted
512 to the court *the court*.

And this deponent is informed and believes that the facts stated and set forth in said affidavits are true.

And this deponent further says that he expects and believes that he will be able to procure the attendance of said witness at the next term of this court, or his testimony by commission; and that this application for continuance is not made for the purpose of delay merely, but for the purpose of obtaining a fair and impartial trial upon the merits. And further saith not.

MIRON BUNNELL.

Sworn to before me this third day of September, 1878.

H. M. GILLETT,
Notary Public, Bay Co., M'ch.

Filed September 3, 1878.

W. M. KELLEY, *Clerk.*

513 *Affidavit of Bernard Rothschild.*

Circuit court, Bay County.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker.

STATE OF NEW YORK,
Monroe County, *ss:*

I, Bernard Rothschild, being duly sworn, say: that I live in Rochester, N. Y.; that the above action is brought to recover from the United States marshall and his deputies certain properties seized by them and alleged to, belong to the plaintiffs; that the amount involved is large, and the plaintiffs claim to recover the sum of $20,000, as I believe, for the value of the goods and their damages.

I further say that the defendants of record have no personal interest in this suit; that they seized the goods in a certain proceedings in bankruptcy against Samuel Schott and Philip Feibish at the request of various creditors of said Schott and Feibish, of whom I am one; that various of such creditors executed a bond to said marshall before he seized such property to indemnify him against any recovery that might be had against him by reason of such seizure; that I was one of the persons signing such bond, and am, with the other bondsmen and creditors, the parties in interest in this action.

I further say that I am thoroughly familiar with all the facts in this action and have had charge of the same; that I have fully and fairly stated the case in this action to M. E. Crofoot, of Detroit, who is the counsel of the defendants in said action, and that the defendants have a good and substantial defense upon the merits, as I am advised by defendants' said counsel, after such statement made as aforesaid as I verily believe to be true.

I further say that the defense relied on in this action is that the goods
seized by the defendants were the property of said firm of Schott
514 Feibish, and that if any transfer of them had been made to the
plaintiffs it was a fraudulent one, made with an intent to defraud their creditors and to prevent their property coming into the hands of their assignee, and to defeat and delay the provisions of the bankrupt act.

I further say that I am a necessary and material witness on behalf of the defendants, and without the benefit of my testimony they cannot safely proceed with the trial of this case, as I am advised by defendants' said counsel, after having stated to him the facts within my knowledge and as I verily believe to be true; that I have had charge of this case and of the questions arising as to the seizure and ownership of the goods in behalf of the creditors from the beginning; that I have been to Detroit and Bay City and investigated the facts in this case, and my evidence will be material as tending to show that the goods were transferred to the plaintiffs out of the ordinary course of the business of Schott & Feibish, and that the plaintiffs had knowledge that these transfers were made to defraud the creditors and get the property where it could not be found or traced, and that the transfer was fraudulent. I intended to leave for Bay City at about this time and prepare for the trial of the case, as I am familiar with the witnesses who will have to be called for the defendants, and am the only one of the creditors who is so familiar and could prepare the case for trial, but I have been attacked by catarrh so severely that I am unable to travel, and am to have an operation performed on my throat at once, as stated by the affidavit of my physician; that without my attendance it would be impossible for the defendants' case to be fairly tried.

BERNARD ROTHSCHILD.

Subscribed and sworn to before me, August 31, 1878.

[SEAL.] J. A. EASTMAN,
Commissioner for the State of Michigan residing in Rochester, N. Y.

515 *Affidavit of Salmon S. Mathews.*

The circuit court for the county of Bay.

JOSEPH LEROUX AND MAX SCHOTT
vs.
SALMON S. MATHEWS, MIRON BUNNELL, AND
Horace Becker.

STATE OF MICHIGAN,
County of Wayne, ss:

Salmon S. Mathews, being duly sworn, deposes and says that he is one of the defendants in the above-entitled cause; that he is now and was in March last United States marshal*l* for the eastern district of Michigan, and that, as such marshal*l*, a provisional warrant was placed in his hands in the matter of Schott & Feibish, alleged bankrupts, under and by virtue of which he proceeded to seize the stock of goods named in the declaration in this cause as a part of the assets of said Schott & Feibish, and that he did so under and by virtue of the direction of the creditors of said Schott & Feibish; that in the investigation of the facts upon which said warrant was issued and said goods seized Bernard Rothschild, then and now residing in the city of Rochester, State of New York, and a member of the firm of N. Levi & Co., creditors of said Schott & Feibish, was here and actively engaged in gathering the facts upon which said proceedings were taken, and made himself quite familiar with the transactions of said bankrupts, and ferreted out the evidence by which said creditors claimed that they could establish that the stock so seized were a part of the assets of the said Schott & Feibish. And this deponent further says that he has, as advised by his counsel, a good defense to the merits of this case, which advice he believes to be true; that he has since the commencement of this cause relied upon and expected that said Bernard Rothschild would be present at the trial of the cause and take charge of the cause; that the said Rothschild has knowledge of many of the important facts in this cause necessary to be proven on the defense of this cause, and 516 which facts cannot be proven by any other person; that this deponent had relied upon the attendance of said Rothschild as a party in interest as well as a witness in the case, and had expected his attendance here to prepare the said cause for trial and to attend on the trial thereof as a witness, up to about the time of the com'encement of the term of said court; that he was then advised that said Bernard Rothschild was unable to attend the court on account of his health, and that since that time he has so remained unable to come to Michigan to attend on the trial of the cause, either as a witness or to make preparations for the trial thereof.

That his counsel, M. E. Crofoot, has just received affidavits from Rochester, New York, showing the continued illness of said Bernard Rothschild and his inability to attend said court. And this deponent further says that he can'ot safely proceed to the trial of said cause and make his defense to said action without the testimony of said Bernard Rothschild, and he therefore asks that said trial may be postponed until the next term of this court, when he expects and verily believes he will be able to procure the attendance of said Rothschild as a witness in said cause.

SALMON S. MATHEWS,
U. S. Marshall, Eastern Dist. of Mich.

Subscribed and sworn to before me this 27th day of September, A. D. 1878.

GEO. D. MUSSEY,
Notary Public, Wayne County, Mich.

Filed September 3d, 1878.

W. M. KELLEY, *Clerk.*

517 Circuit court, Bay County.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker.

STATE OF NEW YORK,
Monroe County, ss:

I, Bernard Rothschild, being duly sworn, say that I am still seriously sick and unwell of the same disorder referred to in my former affidavit on the application to postpone the trial of this action, being troubled with a painful affaction of the throat; that on this very afternoon, to wit, the afternoon of September 25, 1878, Dr. John W. Whitbeck, my attending physician and surgeon, performed a painful operation upon my throat, which has left me in a very weak condition and unfit and unable to travel; that I am now, by the direction and advice of my said physician, confined to my house, and will very likely be so for some time to come; that I am advised by my said physician that I will require, for several weeks at least, quiet and rest, and must be very careful not to take cold; that it would be dangerous for me for some time to come to travel.

BERNARD ROTHSCHILD.

Subscribed and sworn to before me this 25th day of September, 1878, as witness my hand and official seal.

[SEAL.] J. A. EASTMAN,
Commissioner for Michigan residing in Rochester, N. Y.

518 At a general term of the circuit court for the county of Bay, continued and held at the court-house, in Bay City, in said county, on Monday, the thirteenth day of September, in the year of our Lord one thousand eight hundred and seventy-eight.

Present, Hon. S. M. Green, circuit judge.

The court was opened for business in due form.

JOSEPH LEROUX AND MAX SCHOTT
vs.
MIRON BUNNELL, SALMON S. MATHEWS, AND
Horace Becker.

On reading and filing affidavit in this cause, after hearing Messrs.

Hatch & Cooley, attorneys for defendants, and Messrs. McDonell & Mann, attorneys for the plaintiffs, in opposition thereto, it is ordered that this cause be, and the same is hereby, continued for trial till the next term of this court, on condition that defendants pay an attorney fee of ten dollars to plaintiffs' attorneys.

Read; approved, and signed in open court.

S. M. GREEN, *Circuit Judge.*

519 STATE OF MICHIGAN,
County of Bay, ss:

I, W. M. Kelley, clerk of said county and of the circuit court thereof, do hereby certify that the foregoing is a copy of narr., rule to plead, appearance of defendants, plea, affidavit for continuance, two affidavits of Bernard Rothschild, affidavit of Miron Bunnell, affidavit of Salmon S. Mathews, affidavit of M. E. Crofoot, order of continuance, and return of service, in the above-entitled cause, now of record in my office; that I have carefully compared the said copy with the original files, papers, and proceedings, and that it is a correct transcript therefrom, and of the whole thereof.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court this 31st day of January, A. D. 1880.

[SEAL.] W. M. KELLEY, *Clerk.*

520 EXHIBIT H. W.

Appraised in Bay City.

BAY CITY, 29TH.

We, the undersigned, freeholders, residing in Bay City, in the eastern district of Michigan, having first been duly sworn by Miron Bunnell, a deputy U. S. marshal for the eastern district of Michigan, to make a true appraisal of all the goods seized by him at the store in Bay City occupied by J. P. Leroux & Co., by virtue of a provisional warrant in bankruptcy against Schott & Feibish, of Detroit, do appraise the several articles so seized as follows, to wit:

EXHIBIT H. W.

	3 overcoats	3 75	11 25
	4 "	5 00	20 00
	5 suits	8 50	42 50
	2 "	9 00	18 00
	6 "	8 75	52 50
	2 o' c	4 00	8 00
[Deduct 50 c.*]	2 "	3 50	7 50
	3 " boy' o' c	3 00	9 00
	2 " youths'	4 00	8 00
	2 " m	4 00	8 00
	2 "	3 50	7 00
	5 m. p	2 25	11 25

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* In pencil in original.

	4	" o' c. as't	5 00	20 00
	4	sort. U. c	3 00	12 00
	2	"	4 00	8 00
	6	" as't' men's	3 00	18 00
	1	"	4 00	4 00
	7	bl'k Un	3 50	24 50
	4	f. beav. o' c	7 00	28 00
	6	ass't' "	5 75	34 50
	5	cass. p	2 75	13 75
	6	" suits, y. & m	7 00	42 00
				407 75
		Am't for'd		407 75
521	5	cass. suits	6 50	32 50
	11	y. cass. suits, l. w*b*t	5 75	63 25
	9	cass. suits, mos	7 00	63 00
201	5	suits "	6 75	33 75
242	5	" "	7 25	36 25
	2	f. & v. "	7 00	14 00
555	9	y. suits	6 75	47 25
	5	" "	5 00	25 00
	11	pl'd m. old fash	6 00	66 00
	4	frock & v	7 00	28 00
	5	suits	7 25	36 25
	4	striped suits	6 75	27 00
	2	" "	9 00	18 00
	1	p	3 00	3 00
	10	summers cotton warp	5 00	50 00
	6	"	7 00	42 00
	3	pl'd old stagers	5 00	15 00
	3	"	4 75	14 25
	3	boys suits	3 50	10 50
	3	m. cass. suits	7 75	29 25
	3	c. & v. cass	6 00	18 00
	8	cot. wost sack' s	6 75	54 00
	2	" "	4 75	9 50
	3	p. & v	3 00	9 00
	7	boys' suits	5 00	35 00
	3	ext. size p. & v	4 00	12 00
	5	" " suits	8 50	42 50
	3	bro. "	5 00	15 00
	1	p. & v	3 50	3 50
	8	pr. cass. p	2 70	21 60
	3	suits	8 50	25 50
	3	"	7 00	21 00
522	11	"	3 75	41 25
	9	"	3 50	31 50
[Deduct 20.*]	8	sierg' sack c. green mix	2 87	23 16

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* In pencil in original.

	Am't for'd		1,420 51
7	boy suits	3 25	22 75
13	wos't. p. p.	4 00	52 00
6	pr. cass. as't'd p	3 00	18 00
12	“ “ “ “	3 00	36 00
20	“ “ “ “	2 50	50 00
21	“ “ “ boy, y., & m. cass	2 25	47 25
19	“ “ “ “ “	2 75	52 25
22	“ summer & light coll	2 50	55 00
19	“ as't'd cass	2 25	42 75
20	“ as,t light coll. cass	2 50	50 00
14	“ bombas*een*	1 50	21 00
4	cass. suits	6 50	26 00
3	Union suits	4 50	13 50
6	“ “	4 50	27 00
4	c. boys	6 00	24 00
6	cass. boys	8 50	51 00
4	sat. men	4 00	16 00
5	cass “	8 50	42 50
4	r. r. suits	5 00	20 00
4	cot. wost. “ ext.	6 00	24 00
4	“ “ frock suits	4 75	19 00
6	Union sack “	4 00	24 00
4	cot. wost. y. “	4 00	16 00
3	men's Union mix' suits	5 00	15 00
4	cot. wo'st. “	6 00	24 00
2	Union “	4 00	8 00
3	same, light “	4 25	12 75
4	faded bro. pl'd “	4 75	19 00
3	sat. sack “	4 00	12 00
4	“ frock “	4 25	17 00
523 [*Add $8.00.] 4	sat. frock suits	4 50	10 00
2	“ sack “	4 50	9 00
2	Union “ “	5 00	10 00
5	wo'll' frock “	6 50	32 50
2	sat. frock “	4 25	8 50
	Amt. for'd		2,348 26
6	U. frock suits	7 00	42 00
3	sack pl'd	4 00	12 00
5	cot. wo'st. coats	3 00	15 00
2	light pl'd “	4 50	9 00
3	red striped Union coats	4 00	12 00
2	sat. “	3 75	7 50
4	pl'd wat. proof	3 50	14 00
4	ch'k	3 50	14 00
5	cottonade, old ('76)	2 75	13 75
19	pr. as't'd Union & A. W. P.	1 50	28 50
14	“ “ cass	2 00	28 00
7	“ “ “	2 00	14 00

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*In pencil in original.

	16 as't'd cass. p	2 75	44 00
	13 " " " Union	2 25	29 25
	6 " " "	2 50	15 00
	1 p. & v	6 00	6 00
	2 "	4 00	8 00
	3 "	4 50	13 50
	4 "	3 75	15 00
	4 y. Union suits	4 75	19 00
	9 pr. as't'd cass. p	2 00	18 00
	17 " " " p	2 50	42 50
	20 odd v	1 12	22 40
	6 " " light coll	75	4 50
	22 " "	1 00	22 00
	3 sum'er cott. w	3 50	10 50
	3 " "	3 00	9 00
524	15 pr. as't'd sat. & cot. p	1 00	15 00
	2 cot. suits	2 75	5 50
	4 U. p. & v	2 75	11 00
	6 sat. v	50	3 00
	3 pr. blue y. y. & v	2 75	8 25
	3 " sat. & cot. p	1 12	3 36
	9 odd coats, sacks & f's	2 50	22 50
	4 " v	1 00	4 00
	10 cass. p	4 00	40 00
	Amt. for'd		2,949 27
	10 pr. cass. pants, good	3 50	35 00
	2 cass. suits	6 50	13 00
	3 frock suits	7 00	21 00
	3 " "	9 50	28 50
	4 boy' sack suits	6 00	24 00
	2 " " "	6 00	12 00
	3 p. & v., cass	3 25	9 75
	3 c. frocks	3 75	11 25
	10 men's & youths' suits	5 75	57 50
	3 men's frock	6 50	19 50
	2 youths' " suits	5 50	11 00
	2 m. s. suits	6 75	27 00
	3 coats	4 00	12 00
	7 youths' coats	3 50	24 50
	2 odd c. & p	5 50	11 00
	3 pr. p	2 00	6 00
	11 a'ts sat. & cass. sack c., boy'	3 00	33 00
	3 " " " " "	3 00	9 00
	19 " youths' & men's sack & f. c	3 00	57 00
	6 men's coats	3 50	21 00
	4 youths' frock	3 75	15 00
	15 as't. men's pants	2 00	30 00
	4 odd v	1 00	4 00
525	1 f	3 75	3 75
	7 cass. p. & v., men's	4 25	29 75
	25 as't'd m. & y. suits	2 50	62 50

4 “ “	3 50	14 00
11 “ “	2 50	27 50
7 Union suits, dead head	4 25	29 75
7 cass. f. suits	9 00	63 00
10 “ “ “	6 50	65 00
5 “ “ Union suits	5 50	27 50
4 “ “ “	7 00	22 00
4 “ “ “	7 00	28 00
2 “	7 00	14 00
4 “	7 50	30 00
Amount for'd		3,858 02
6 bl'k U. o c	7 00	42 00
4 as'td sat. & Union	4 00	16 00
16 “ spring o'c	5 50	88 00
11 bl'k frock	7 00	77 00
3 boy' o'c	2 00	6 00
7 child's o'c	2 75	19 25
4 “ “	2 25	9 00
2 “ “	5 00	10 00
3 “ “	3 00	9 00
2 “ “	3 50	7 00
4 “ “ sat	2 00	8 00
5 “ “ “	3 00	15 00
9 “ “ “	3 00	27 00
3 boy' “	3 00	9 00
4 child's “	2 50	10 00
8 boys' “	2 50	20 00
4 “ “	3 00	12 00
9 “ & c. “	3 50	31 50
9 men's bl'k beaver	7 00	63 00
7 fur beaver	7 50	52 50
526 4 fur beaver	7 50	30 00
6 ulster “	8 50	51 00
6 sleister o'c	2 50	15 00
6 sat. “	2 25	13 50
6 “ “	2 25	13 50
3 “ “	3 50	10 50
9 fur beav. “ youths'	6 00	54 00
2 “ “	3 00	6 00
2 “ y. “	3 00	6 00
6 petersham “	4 00	24 00
2 “ “	4 50	9 00
9 clun'l “	4 50	40 50
4 “ m. “	8 00	32 00
3 “	7 50	22 50
3 “ ulst.	4 00	12 00
5 “ o'c	4 00	20 00
1 “	8 00	8 00
Am't for'd		4,756 77

	6 beaver o'c	7 50	45 00
	2 “ “	7 50	15 00
	2 cass. “	6 50	13 00
	3 Union sat. “	4 00	12 00
	4 “ suits	5 50	22 00
	7 “ “	6 50	45 50
	5 cass. “	7 00	35 00
	3 “ “	6 50	19 50
	9 Union wo'st. c. & v. li. w	4 50	40 50
	3 childr' o'c	4 00	12 00
	3 suits	6 50	19 50
	3 “	6 50	19 50
	3 “	6 50	19 50
	1 “	8 00	8 00
	1 “	8 00	8 00
	1 “	8 00	8 00
527	100 sm. coat', alpaca, cotton, flannel, & wo'st. dus., &c	65	65 00
	25 child's sm. suits	1 00	25 00
	15 boy' “ pants	50	7 50
	3 as't'd*d* suits	10 00	30 00
	1 “ “	7 00	7 00
	3 “ “	8 00	24 00
	1 “ “	5 00	5 00
	1 p. “	5 50	5 50
	2	5 50	11 00
	1 cass “	8 00	8 00
	1 “ “	7 00	7 00
	1 “ “	4 50	4 50
	4 “ “	9 00	36 00
	2 o'c. sat	3 00	6 00
	2 boys' suits	5 50	11 00
	5 p. & v	3 00	15 00
	4 p. & v	4 00	16 00
	4 v	1 00	4 00
	1	1 50	1 50
	Am't bro't up		5,387 77
	4 p. & v. as't'd	4 50	18 00
	2 c.	3 50	7 00
	8 “	4 50	36 00
	8 “	4 50	36 00
	6 p	3 00	18 00
	2 p	2 75	5 50
	6 c. as't'd	4 00	24 00
	2 p	2 50	5 00
	1 “	2 50	2 50
	6 odd v	1 00	6 00
	52 “ v., color & style	1 00	52 00
	12 cass. p., odd	2 00	24 00

528	10	p'r cass. p	1 50	15 00
	4	p'r boy' & y. sat	1 00	4 00
	5	v	1 00	5 00
	6	p'r bl'k Union p	2 75	16 50
	11	“ “ cass	3 75	41 25
	12	“ “ doeskin	4 00	48 00
	8	“ “ Union	2 50	20 00
	4	“ d	3 50	14 00
	3	“ wo'st	4 50	13 50
	4	bl'k v	1 87	7 50
	5	c. & v., fig'd	8 00	40 00
	1	c. & v	5 50	5 50
	1	p. & v	4 50	4 50
	11	d. b. v	1 75	19 25
	7	bl'k v., d'head	2 00	14 00
	22	white v	1 00	22 00
	8	bl'k frocks, fine	8 50	68 00
	11	“ “ “ sb	8 00	88 00
	3	“ Union, “	4 00	12 00
	4	“ “	6 00	24 00
	5	cot. wo'st. f. & v	4 75	23 75
	5	“ “ “ li. w*b*t	4 00	20 00
	2	cass. p	2 75	5 50
	8	cot. wo'st. c. & v	7 00	56 00
		Am't for'd		6, 209 02
	5	cass. c. & v	6 50	32 50
	6	wo'st. c. & v	8 00	48 00
	9	“ “ “ y. & men's	6 00	54 00
	5	“ “ “ “	6 00	30 00
	4	“ da'sey pat., c. & v	4 50	18 00
	4	“ “	6 75	27 00
	4	“ cass. c. & v	6 50	26 00
	7	boys' bl'k suits	4 75	33 25
	4	“ p. & v	2 75	11 00
529	3	p	2 00	6 00
	25	as't'd cot. & wo'st. y. & boy' p	1 00	22 00
	30	sat. & cot. wo'st. p	1 25	37 50
	54	“ & cottonade p	85	45 90
	19	boy' & y. cott'ad. p	70	13 30
	9	“ sat	1 00	9 00
	4	skeleton sack c	2 00	8 00
	2	boys' suits	8 50	17 00
	11	wo'st. c. & v	8 00	88 00
	3	“ v	1 85	5 55
	13	fine wo'st'd c. & v	10 00	130 00
	2	“ “ “	2 00	4 00
	6	“ “ “	10 00	60 00
	5	“ “ “	8 50	42 50
	19	U. fur beaver o'c	4 75	90 25

1 ulst	4 50	4 50
7 U. fur beaver o'c	3 50	24 50
6 bl'k " "	7 00	42 00
3 " " "	7 00	21 00
2 " " "	8 00	16 00
1 " " "	4 00	4 00
3 boys' suits	5 00	15 00
3 " "	5 50	16 50
5 " "	4 00	20 00
6 " "	4 25	25 50
8 " "	6 00	48 00
Am't bro't up		7,304 77
6 boys' suits	4 00	24 00
7 " cot. wo'st	3 75	26 25
6 " as't'd " bad	3 00	18 00
6 " " " "	3 75	22 50
7 " cot. "	4 00	28 00
6 " "	4 25	25 50
530 5 boys' Union suits	4 50	22 50
5 " " "	4 75	23 75
5 " " "	4 75	23 75
3 cass. " "	4 50	13 50
8 youths' as't'd color & size	5 25	42 00
4 boys' as't'd cot. suits	4 00	16 00
5 " " " "	3 75	18 75
5 " & ch'd	2 50	12 50
6 blue flan. c. & p	3 75	22 50
5 as't'd sat. suits	3 50	17 50
5 " cot. w. "	3 87	19 35
1 c. & v. ch'd	2 00	2 00
4 ch'd. sat. suit'	3 25	22 75
*7 " " "	3 00	12 00
6 " Union knee p	3 00	18 00
3 " " suits	4 25	12 75
4 Union c., boy	2 00	8 00
6 cass. " "	2 75	16 50
8 " " "	2 75	22 00
5 " " suits	5 00	25 00
6 sat. boys' "	3 00	18 00
6 as't'd pants	1 00	6 00
12 " "	1 12½	13 50
2 c. & v	2 50	5 00
24 dead-head v	40	9 60
19 " " p	70	13 30
6 cotton p	75	4 50
6 as't'd c., Bunker Hill	1 00	6 00
17 " " " "	1 00	17 00
Am't for'd		7,913 02

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* In pencil in original.

	4 coats, boys'	2 00	8 00
	2 boy' p	1 75	3 50
	9 ch'd. fancy suits	3 75	33 75
	8 " " " sat	3 00	24 00
531	1 sack	4 50	4 50
			7,986 77
Page	3 add error	4 00	
	4 " "	8 00	
			12 00
			7,998 77
	2 deduct "	50	
	3	20	
			70
			7,998 07

Appraisers:

JOSEPH EASTWOOD.
S. V. WILKIN.
J. BRECKLER.

Received, Detroit, May 16, '78, from S. S. Mathews, U. S. marshal, the goods and property mentioned in the foregoing inventory, the same being a part of the assets of Schott & Feibish, bankrupts.

JOSEPH L. HUDSON,
Assignee.

532 EXHIBIT H. W. 2.

EASTERN DISTRICT OF MICHIGAN:

By virtue of a provisional warrant issued out of the United States district court for the eastern district of Michigan, in the matter of Samuel Schott & Philip Feibish, alleged bankrupts, of Detroit, said writ to me directed and delivered, I have this 29th day of March, 1878, seized and taken the following property at the store of Max Schott, at East Saginaw, in the said district, of which the annexed is an inventory.

S. S. MATHEWS,
U. S. Marshal.

Herman Bindet, Jacob Seligman, James C. Mercer:

You and each of you do solemnly swear that you will, according to your best judgment, make a true appraisement of all the property seized by me by virtue of a provisional warrant now in my hands issued out of the U. S. district court for the eastern district of Michigan, in the matter of Samuel Schott & Philip Feibish, alleged bankrupts, of Detroit, Michigan, in the eastern district of thereof, dated March 14th, 1878, directing me to seize the property & effects of said alleged bankrupts. So help me, O God.

Exhibit H. W. 2.

533 EASTERN DISTRICT OF MICHIGAN:

We, the undersigned, freeholders, residing in the county of Saginaw, in said district, having first been duly sworn by S. S. Mathews, United States marshal*l* for said district, to make a true apprais'ment of all the property, goods, and chattels in the store of Max Schott, at East Saginaw, in said district, seized by him by virtue of a provisional warrant now in his hands, issued out of the United States district court for the eastern district of Michigan, in the matter of Samuel Schott and Philip Feibish, alleged bankrupts, of Detroit, Michigan, do appraise the several articles and parcels of goods and property so seized as follows, to wit:

Lot No. 1. 21 coats, at	2 25	47 25
" 2. 9 " "	2 50	22 50
" 3. 11 " "	2 50	27 50
" 4. 8 " "	5 00	24 00
" 5. 12 " "	2 75	33 00
" 6. 8 " "	3 75	30 00
" 7. 11 " "	4 00	44 00
" 8. 6 " "	4 00	24 00
		252 25
" 9. 13 " "	3 75	48 75
" 10. 23 " "	4 00	92 00
" 11. 20 " "	2 75	55 00
" 12. 18 " "	4 50	81 00
" 13. 23 " "	4 50	103 50
" 14. 22 youths' coats, at	3 50	77 00
" 15. 15 " " "	2 00	30 00
" 16. 16 " " "	4 00	64 00
" 17. 9 " " "	4 00	36 00
" 18. 14 coats	2 00	28 00
" 19. 17 overcoats	1 50	25 50
" 20. 24 "	2 00	48 00
" 21. 23 "	2 00	46 00
534 Lot No. 22. 19 overcoats	2 25	42 75
" 23. 17 "	5 00	85 00
" 24. 55 "	5 00	275 00
" 25. 13 "	6 00	78 00
" 26. 3 "	6 50	19 50
" 27. 13 "	1 00	13 00
" 28. 16 "	1 75	28 00
" 29. 19 boys' overcoats	3 50	66 50
" 30. 17 " "	3 00	51 00
" 31. 18 " "	5 00	90 00
" 32. 37 " & men's "	1 50	55 50
" 33. 5 "	1 00	5 00
" 34. 5 "	4 00	20 00
" 35. 5 "	3 00	15 00
" 36. 5 "	1 50	7 50
		1,838 75

“	37.	23 boys’ overcoats	50	11 50
“	38.	19 “ “	1 00	19 00
“	39.	17 “ suits	3 00	51 00
“	40.	11 “ “	3 00	33 00
“	41.	17 pair pants	1 25	21 25
“	42.	17 vests	75	12 75
“	43.	62 boys’ suits	4 00	248 00
“	44.	6 pair pants	1 62	9 72
“	45.	68 “ “	75	51 00
“	“	2 vests	50	1 00
“	46.	178 pair common pants	3 00	534 00
“	47.	37 “ satinet “	1 50	55 50
“	48.	37 “ pants & vests	4 25	157 25
“	49.	55 “ “ “	2 50	137 50
“	50.	64 “ “ “	3 50	224 00
“	51.	58 “ “ “	4 50	261 00
	“ 52.	66 “ “ “	3 00	198 00
535	Lot No. 53.	71 pair pants & vests	1 00	71 00
	“ 54.	8 children’s suits	50	4 00
“	55.	76 vests	50	38 00
“	56.	13 black frock coats	8 00	104 00
“	57.	16 “ “ “	5 00	80 00
“	58.	6 “ “ “	4 50	27 00
“	59.	3 wo’st*ar*d “	10 00	30 00
“	60.	14 black frock “	7 00	98 00
“	61.	4 “ “ “	8 00	32 00
“	62.	20 “ “ “	9 00	180 00
“	63.	9 pairs pants	3 00	27 00
				4,555 22
“	64.	7 coats & vests	5 00	35 00
“	65.	8 “ “	12 00	96 00
“	66.	14 vests	1 75	24 50
“	67.	5 “	1 50	7 50
“	68.	15 “	1 00	15 00
“	69.	3 coats	10 00	30 00
“	70.	7 “	1 75	12 25
“	71.	13 “ & vests	6 50	84 50
“	72.	45 summer pants	50	22 50
“	73.	6 “ vests	50	3 00
“	74.	3 boys’ summer suits	75	2 25
“	75.	16 pair black pants	2 25	36 00
“	76.	31 “ “ “	4 50	139 50
“	77.	18 “ “ “	1 50	27 00
“	78.	43 vests	1 40	60 20
“	79.	27 “	2 00	54 00
“	80.	10 “	75	7 50
“	81.	6 men’s suits	5 00	30 00
“	82.	2 “ “	8 00	16 00
“	83.	4 pair pants	75	3 00
“	84.	8 “ “	1 50	12 00

536	Lot No. 85.	5 pair pants	4 00	20 00
	“ 86.	5 “ “	75	3 75
	“ 87.	11 “ “	1 50	16 50
	“ 88.	5 “ “	3 00	15 00
	“ 89.	2 coats & vests	7 00	14 00
	“ 90.	2 pair pants	3 00	6 00
	“ 91.	9 youths’ suits	10 00	90 00
				5,438 17
	“ 92.	9 “ “	8 00	72 00
	“ 93.	9 “ “	5 50	49 50
	“ 94.	9 “ “	9 00	81 00
	“ 95.	5 youths’ suits & 2 p’rs pants & v	1 00	5 00
	“ 96.	9 pairs pants	1 00	9 00
	“ 97.	9 “ “	1 12	10 08
	“ 98.	8 “ “	2 50	20 00
	“ 99.	12 “ “	2 25	27 00
	“ 100.	17 men’s suits	9 50	161 50
	“ 101.	18 “	10 00	180 00
	“ 102.	22 “	9 00	198 00
	“ 103.	6 “	11 50	69 00
	“ 104.	36 “	10 00	360 00
	“ 105.	17 “	13 00	221 00
	“ 106.	21 “	5 00	105 00
	“ 107.	29 “	2 25	65 25
	“ 108.	13 “	8 00	104 00
	“ 109.	15 “	12 00	180 00
	“ 110.	16 “	10 00	160 00
	“ 111.	17 “	10 00	170 00
	“ 112.	16 coats & vests	6 50	104 00
	“ 113.	18 striped coats	25	4 50
	“ 114.	21 summer “	75	15 75
	“ 115.	28 cotton “	25	7 00
	“ 116.	29 alpaca dusters	2 00	58 00
537	“ 117.	4 cotton dusters	1 00	4 00
	“ 118.	12 summer “	1 00	12 00
	“ 119.	1 doz. cotton & wo’sted	13 00	13 00
	“ 120.	$3\frac{7}{12}$ doz. cotton pants	12 00	43 00
	“ 121.	1 doz. boys’ pants	12 00	12 00
	“ 122.	2 “ cotton “	9 00	18 00
	“ 123.	1 “ j’ane “	7 50	7 50
	“ 124.	1 “ cotton “	12 00	12 00
	“ 125.	1 “ “ worsted	13 50	13 50
	“ 126.	$\frac{1}{2}$ “ “ “ pants	12 00	6 00
	“ 127.	3 overcoats	13 00	39 00
	“ 128.	3 “	13 00	39 00
	“ 129.	2 “	16 00	32 00
	“ 130.	3 “	10 00	30 00
	“ 131.	4 “ B. B	10 00	40 00
	“ 132.	3 “ “	11 00	33 00

" 133.	10	"	8 00	80 00
" 134.	10	"	8 00	80 00
" 135.	11	"	11 00	121 00
" 136.	6	"	10 00	60 00
				8,569 75

JACOB SELIGMAN,
JAS. C. MERCER,
HERMAN BENART,
Appraisers.

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Exhibit W.

Rindskopp Bros. & Co	974 74
R. W. Ward & Sons	63 25
Exhibit W. M. J. Weil & Bro	109 55
Sam Lieberamn & Co	221 13
Oppenheimer, Hays & Co	63 29
William Herbst	91 51
H. Michaels & Co	1,094 94
Straus, Moore & Bier	285
Moses S. Heiman & Co	57
Schwartz & Jackowsky	111 91
Hiram Exstein & Co	104 64
M. Sloman & Son	324 21
D. L. Newberg & Co	50 28
J. A. Breitenstool	25 55
L. Sinsheimer	123 65
D. H. Goodman & Bro	385 53
L. Loevenson & Co	434 07
A. Stern & Son	168 28
Rindskopp Bros. & Co	28 64
Knowles, Leland & Co	94 16
Rothschild Bros & Goodman	299 80
Meyer Bros. & Co	666 66
Caufman Dinkenspiel	301 08
Merrill & Palmer	361 16
Davis & Co	22 22
Jos. McDonnel & Co	776 64
M. Levy & Co	1,832 24
L. Loewenstein	137 53
Moses Hess	482 44
Herman Ratzeck	175 12
I. Mendelson	176 85
539 Heineman, Butzel & Co	432 40
Do. do.	316 57
I. Kaufman	72 98
Do	84
Schloss Bros. & Simon	264 50
A. C. Schloss	290 11

Rothschild & Bro	2,255	80
Sweet, Dempster & Co	163	32
H. Wallach & Sons	58	80
Eisenstadt Bros	77	39
Rindskopp Bros. & Co	126	70
I. Young & Co	159	32
J. Lagowitz & Co	49	
M. Sloman & Sons	137	08
Rice & Wolff	96	57
Adler, Mendell & Co	374	27
I. Seligman & Co	21	35
Davis & Co	37	53
I. A. Breitenstool	24	15
Cauffman & Dinkenspiel	277	04
Harris & Schrier	57	
Vanby, Folsom & Martin	135	88
L. Loewenstein & Co	137	53
M. Levy & Co	227	70
Rothschild & Bro	621	35
	$16,541	41

539 *a* *Abstracts of ledger of Schott & Feibish.*

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Rindskopf Bros. & Co., New York.

'77.				
Oct'b'r	31.	By journal,	p. 3	$3,822 38
Nov'b'r	30.	" "	p. 9	312 50
Dec'b'r	7.	" "	p. 12	93 00
"	5.	" "	p. 13	153 75
			(In pencil :)	4,381 63

(Page 2.)

M. J. Weil & Bro., New York.

'77.				
Nov'b'r	22.	By journal,	p. 5	$1,439 50
"	22.	" "	p. 5	189 25
			(In pencil :)	1,628 75

(Page 3.)

S. W. H. Ward & Sons, New York.

'78.				
Feb'y	16.	To journal,	p. 25	$232 50
'77.				
Nov'b'r	20.	By journal,	p. 3	$142 50
"	22.	" "	p. 5	90 00
'78.				
M'ch	5.	" "	p. 29	205 00

(Page 4.)

D. H. Goodman & Bro., New York.

'77.				
Dec'b'r	31.	To journal, p. 16	$977	25
'77.				
Dec'b'r	26.	By journal, p. 9	551	25
"	22.	" " p. 15	426	00

539*d* (Page 5.)

Strouse, Moore & Beirs, Rochester.

'78.				
Jan'y	2.	To journal, p. 18	$2, 146	50
'77.				
Nov'b'r	20.	By journal, p. 3	$1, 755	00
"	27.	" " p. 8	391	50

(Page 6.)

James McDonnell & Co., Rochester

'77.				
Nov'b'r	26.	By journal, p. 7	$1, 170	25

(Page 7.)

Caufman & Dinkelspeil, Rochester.

'77.				
Dec'b'r	31.	To journal, p. 16	$2, 983	88
'78.				
Jan'y	14.	" " p. 20	423	75
		(In pencil:)	3, 407	63
'77.				
Nov'b'r	20.	By journal, p. 3	$1, 142	75
Dec'b'r	6.	" " p. 11	1, 841	13
"	6.	" " p. 11	71	50
"	13.	" " p. 13	352	25

(Page 8.)

Hawley, Folsom & Martin, Boston.

'78.				
Jan'y	14.	To journal, p. 19	$2, 432	80
'77.				
Nov'b'r	26.	By journal, p. 7	$1, 259	50
"	30.	" " p. 9	54	00

539*e*	Dec'b'r 4.	By journal, p. 10	$164 75
	" 8.	" " p. 12	633 50
	" 8.	" " p. 12	158 80
	" 8.	" " p. 12	27 00
	" 8.	" " p. 12	135 25

(Page 9.)

A. C. Mather & Co., Chicago.

'78.		
Jan'y 29.	To journal, p. 21	$118 00
Febr'y 28.	" " p. 27	36 00
'77.		
Nov'b'r 19.	By journal, p. 3	118 00
" 26.	" " p. 6	36 00

(Page 10.)

W. Herbst, Milwaukee.

'78.		
Jan'y 26.	To journal, p. 21	281 25
'77.		
Nov'b'r 20.	By journal, p. 4	281 25
'78.		
Feb'y 22.	" " p. 27	285 75

(Page 11.)

S. Man Austrian & Co., Cleveland.

	'78.		
	Feb'y 28.	To journal, p. 27	1,902 33
	'77.		
	Nov'b'r 20.	By journal, p. 4	1,537 50
539*f*	'77.		
	Nov'b'r 20.	By journal, p. 4	$96 00
	" 14.	" " p. 4	233 83
	" 19.	" " p. 4	35 00

(Page 12.)

Nathan Levy & Co., Rochester.

'77.		
Nov'b'r 25.	To journal, p. 7	8 00
Dec'b'r 11.	" " p. 12	40 00
'78.		
Jan'y 12.	" " p. 19	6,474 25
'77.		
Nov'b'r 28.	By journal, p. 7	5,136 00
" 26.	" " p. 7	147 00
" 26.	" " p. 7	338 75
" 26.	" " p. 7	990 50

(Page 13.)

H. Michaels & Co., Rochester.

'78.		
Jan'y 30.	To journal, p. 21	$4,652 50
'77.		
Nov'b'r 26.	By journal, p. 7	4,103 50
" 26.	" " p. 7	203 00
" 26.	" " p. 7	24 00
Dec'b'r 14.	" " p. 14	262 00

(Page 14.)

Desbecker & Block, Buffalo.

'77.		
Nov'b'r 23.	By journal, p. 6	347 60

539*g* (Page 15.)

Kolb, Rosenberg & Co.

'77.		
Nov'b'r 23.	By journal, p. 5	981 00

(Page 16.)

Oppenheimer, Hays & Co., Rochester.

'77.		
Dec'b'r 31.	To journal, p. 16	3,177 52
'77.		
Nov'b'r 20.	By journal, p. 3	396 00
" 26.	" " p. 5	1,946 50
Dec'b'r 21.	" " p. 15	835 04
" 24.	" " p. 15	137 50

(Page 17.)

L. Sinsheimer, New York.

'78.		
Jan'y 10.	To journal, p. 19	1,159 25
'77.		
Nov'b'r 20.	By journal, p. 4	1,159 25

(Page 18.)

A. Stern & Co., Rochester.

'77.		
Nov'b'r 25.	By journal, p. 7	807 10

(Page 19.)

J. M. Sloman & Son, Rochester.

’77.			
Dec’b’r	31.	To journal, p. 16	3,050 75
539*h* ’77.			
Nov’b’r	20.	By journal, p. 4	1,998 00
Dec’b’r	7.	“ “ p. 12	80 00
“	17.	“ “ p. 13	510 75
“	17.	“ “ p. 13	36 00
“	21.	“ “ p. 14	427 00

(Page 20.)

I. Kaufman, Detroit.

’77.			
Nov’b’r	20.	By journal, p. 4	127 50
“	20.	“ “ p. 4	309 00
		(In pencil:)	436 50

(Page 21.)

Jettlers, Seligman & Co., Rochester

’78.			
Feb.	31.	To journal, p. 27	177 80
’77.			
Nov’b’r	23.	By journal, p. 5	160 75
Dec’b’r	20.	“ “ p. 14	19 75

(Page 22.)

E. J. Stranksy & Co., Milwaukee.

’78.			
Jan’y	26.	To journal, p. 21	39 00
’77.			
Nov’b’r	20.	By journal, p. 4	39 00

(Page 23.)

Hiram Exstein & Co., Buffalo.

’78.			
Feb’y	16.	To journal, p. 26	679 47
		(In pencil:)	184 50
		(In pencil:)	863 47

539*i* ’77.

Nov'b'r	26.	By journal, p. 11	$451	47
Dec'b'r	4.	" " p. 11	228	00
'78.				
Jan'y	28.	" " p. 21	184	50

(Page 24.)

Rindskopf Bros., New York.

'78.				
M'ch	2.	To journal, p. 28	42	25
'77.				
Nov'b'r	28.	By journal, p. 8	87	25

(Page 25.)

Jos. W. Smith, Detroit.

'77.				
Nov'b'r	13.	1	517	50
"	14.	1	2,470	25
"	15.	2	71	08
"	16.	2	555	50
"	16.	2	156	00
"	19.	3	499	50
"	20.	3	647	75
"	20.	3	263	00
"	21.	4	80	25
"	24.	6	34	13
"	24.	6	1,039	00
"	24.	6	63	00
"	26.	6	897	25
"	27.	8	134	25
"	28.		12	00
539*j* '77.				
Nov'b'r	29.	8	38	25
"	30.	8	18	62
Dec'b'r	4.	8	63	00
"	5.	10	327	25
"	5.	10	91	87
"	6.	10	49	00
"	6.	11	77	00
"	6.	11	81	50
Dec'b'r	7.	11	90	25
"	10.	11	47	75
"	11.		394	50
"	12.		243	25
"	13.		13	50
"	14.		123	55
		(In pencil:)	9,099	75

'77.			
Nov'b'r	28.	By journal, p. 8	5 65
Dec'b'r	6.	" " p.	1 75
"	15.	" " p. 13	9,000 00
		(In pencil:)	9,007 40

(Page 26.)

U. Klink, Detroit.

	'77.			
	Nov'b'r	1.	To balance, 102	95 65
	"	2.	" journal, p. 1	15 00
	"	19.	" " p. 6	3 00
	"	26.	" " p. 6	5 00
	Dec'b'r	1.	" " p. 9	15 00
	"	19.	" " p. 14	15 91
	"	19.	" " p. 14	18 00
	'78.			
	M'ch	5.	" " p. 29	23 50
539*k*	'78.			
	M'ch	5.	By journal, p. 29	$95 65
	"	5.	" " p. 29	95 41

(Page 29.)

C. & S. Werner & Co., New York.

'77.			
Dec'b'r	4.	By journal, p. 10	1,113 25

(Page 30.)

Lippmann, Brown & Co., New York.

'77.			
Dec'b'r	6.	By journal, p. 11	470 75
"	10.	" " p. 13	38 50
"	12.	" " p. 13	57 00
		(In pencil:)	566 25

(Page 31.)

Schloss Bros. & Simon, Detroit.

'77.			
Dec'b'r	8.	By journal, p. 12	100 00
"	13.	" " p. 13	6 25
"	25.	" " p. 15	8 25
		(In pencil:)	114 60

(Page 32.)

E. Lieberman, Detroit.

'77.			
Dec'b'r	10.	By journal, p. 12	113 50

(Page 33.)

N. Hellman & Co., New York.

	'78.			
	Jan'y	24.	To journal, p. 20	351 60
539*l*	'77.			
	Dec'b'r	17.	By journal, p. 14	351 60

(Page 34.)

Eisentaedt Bros., Chicago.

'77.			
Dec'b'r	30.	By journal, p. 16	67 30

(Page 35.)

Desbecker & Weil, Buffalo.

'78.			
Feb.	11.	By journal, p. 24	894 00

(Page 36.)

H. A. Kohn & Bros., Chicago.

'78.			
Feb.	12.	By journal, p. 24	1,081 50

(Page 37.)

Hirsch, Mayer & Co., Chicago.

'78.			
Feb.	22.	By journal, p. 26	699 75

(Page 38.)

S. H. Emanuel & Co., New York.

'78.			
Feb.	22.	By journal, p. 26	267 62

(Page 39.)

Sam. Lieberman & Co., Chicago.

'78.				
Feb.	22.	By journal,	p. 26	211 00

539*m* (Page 51.)

J. P. Leranx & Co., Bay City.

'77.				
Nov'b'r	15.	To journal,	p. 2	2,805 40
"	16.	" "	p. 2	80 50
"	19.	" "	p. 4	1,159 03
"	20.	" "	p. 4	529 97
"	22.	" "	p. 5	47 45
"	24.	" "	p. 6	803 65
"	26.	" "	p. 7	223 40
"	27.	" "	p. 7	276 40
Dec'b'r	3.	" "	p. 9	170 77
"	5.	" "	p. 10	141 75
"	6.	" "	p. 11	129 50
"	10.	" "	p. 12	136 00
				6,502 12
"	17.	" "	p. 14	46 50
"	21.	" "	p. 15	146 00
'78.				
Jan'y	4.	" "	p. 18	400 00
"	9.	" "	p. 19	631 25
"	10.	" "	p. 19	650 00
Feb.	12.	" "	p. 25	752 33
"	15.	" "	p. 26	571 75
"	18.	" "	p. 27	1,656 23
"	27.	" "	p. 27	431 00
			(In pencil :)	5,251 06

'77.				
Nov'b'r	23.	By journal,	p. 6	12 00
Dec'b'r	14.	" "	p. 13	905 63
"	14.	" "	p. 13	5,584 49
				6,502 12
"	21.	" "	p. 14	110 00
'78.				
Jan'y	10.	" "	p. 19	500 50
539*n* Jan'y	10.	By journal,	p. 19	$650 00
"	31.	" "	p. 21	631 25
Feb.	16.	" "	p. 26	633 40
"	18.	" "	p. 26	752 33
M'ch	2.	" "	p. 28	2,087 23
				5,264 71

(Page 52.)

M. Schott, East Saginaw.

'77.					
Novb'r	14.	To journal,	p. 1	2,673	40
"	15.	" "	p. 1	180	50
"	19.	" "	p. 3	1,443	05
"	20.	" "	p. 3	128	75
"	21.	" "	p. 4	147	65
"	21.	" "	p. 4	75	90
"	22.	" "	p. 5	253	65
"	26.	" "	p. 7	1,194	14
"	26.	" "	p. 7	677	65
"	27.	" "	p. 7	320	40
"	28.	" "	p. 8	39	75
Dec'b'r	1.	" "	p. 9	112	75
"	4.	" "	p. 9	127	90
"	10.	" "	p. 10	107	75
				7,483	28
'78.					
Jan'y.		To balance		388	15
"	31.	" journal,	p. 21	738	00
"	31.	" "	p. 21	339	00
Feb.	12.	" "	p. 25	209	75
"	12.	" "	p. 25	281	55
"	15.	" "	p. 25	523	51
"	16.	" "	p. 25	77	75
539*o* Feb.	20.	To journal,	p. 26	$108	25
M'ch	4.	" "	p. 28	250	00
		(In pencil:)		2,886	96
'77.					
Nov'b'r	16.	By journal,	p. 1	124	00
"	29.	" "	p. 8	2,799	99
Dec'b'r	4.	" "	p. 9	4,241	19
		To balance		388	15
				7,483	28
'78.					
Jan'y	31.	By journal,	p. 22	738	00
"	31.	" "	p. 22	339	00
"	31.	" "	p. 22	338	15
Feb.	14.	" "	p. 25	281	55
"	21.	" "	p. 26	395	75
"	22.	" "	p. 27	523	51
		(In pencil:)		2,615	96

(Page 53.)

Chas. F. Nehls.

	'77.				
	Nov'b'r	1.	To balance		172 59
	"	1.	" journal,	p. 1	15 00
	"	3.	" "	p. 1	5 00
	"	10.	" "	p. 1	10 00
	"	15.	" "	p. 2	5 00
	"	16.	" "	p. 2	8 00
	"	22.	" "	p. 5	2 00
	"	23.	" "	p. 5	5 00
	"	24.	" "	p. 6	10 00
	"	29.	" "	p. 8	5 00
	Dec'b'r	1.	" "	p. 9	7 00
	"	6.	" "	p. 11	1 25
539*p*	Dec'b'r	6.	" "	p. 11	5 00
	"	8.	" "	p. 11	10 00
	"	14.	" "	p. 13	10 00
	"	18.	" "	p. 14	5 00
	"	19.	" "	p. 14	3 00
	"	24.	" "	p. 15	15 00
	"	25.	" "	p. 15	5 50
	"	29.	" "	p. 16	5 00
	"	31.	" "	p. 16	5 00
	Dec'b'r	31.	Hoffman ac.,	p. 16	15 34
	"	31.	" "	p. 16	6 00
	'78.				
	Jan'y	1.	By balance		59 32
					390 00
	'78.				
	Jan'y	4.	To journal,	p. 18	8 00
	"	9.	" "	p. 18	10 00
	"	12.	" "	p. 19	2 00
	"	16.	" "	p. 20	1 00
	"	18.	" "	p. 20	5 00
	"	23.	" "	p. 20	2 00
	"	24.	" "	p. 20	5 00
	"	26.	" "	p. 21	5 00
	'78.				
	Jan'y	1.	By wages to date		390 00
					390 00
	'78.				
	Jan'y	1.	By balance		59 32

(Page 54.)

J. Rosenstock.

	'77.				
	Nov.	1.	To balance, 100		170 00
	Nov.	3.	" journal,	p. 1	5 00
539*q*	Nov.	10.	To journal,	p. 1	$5 00
	"	15.	" "	p. 2	5 00
	"	16.	" "	p. 2	10 00
	"	22.	" "	p. 5	5 00
	"	23.	" "	p. 5	2 00
	"	24.	" "	p. 6	3 00
	"	28.	" "	p. 8	5 00
	Dec'b'r	1.	" "	p. 9	5 00
	"	6.	" "	p. 9	5 00
	"	8.	" "	p. 12	5 00
	"	15.	" "	p. 13	10 00
	"	21.	" "	p. 15	5 00
	"	22.	" "	p. 15	5 00
	"	25.	" "	p. 15	3 00
	"	29.	" "	p. 15	5 00
	'78.				
	Jan'y	2.	" "	p. 18	7 00
					260 00
	"	3.	" "	p. 18	5 00
	"	4.	" "	p. 18	5 00
	"	8.	" "	p. 18	2 00
	"	10.	" "	p. 19	5 00
	"	12.	" "	p. 19	5 00
	"	16.	" "	p. 20	2 00
	"	17.	" "	p. 20	3 00
	"	19.	" "	p. 20	5 00
	"	24.	" "	p. 20	5 00
	"	26.	" "	p. 20	5 00
	"	30.	" "	p. 21	5 00
	Feb.	2.	" "	p. 24	5 00
	"	9.	" "	p. 24	5 00
	"	14.	" "	p. 25	10 00
539*r*	'78.				
	Jan.	1.	By wages to date		260 00
					260 00

(Page 55.)

Fred. Schott.

'77.			
Dec.	1.	To journal, p. 9	117 00
'78.			
Jan'y	2.	" " p. 18	385 78
Feb.	7.	" " p. 24	395 00
M'ch	2.	" " p. 28	221 25
"	2.	" " p. 28	60 50
		(In pencil:)	1, 179 53

(Page 56.)

Ph. Feibish.

Nov.	1.	To journal, p. 1	310 00
Dec.	4.	" " p. 10	404 00
'78.			
Jan.	2.	" " p. 18	415 00
Feb.	7.	" " p. 24	395 00
M'ch	4.	" " p. 28	338 25
		(In pencil:)	1, 865 25

(Page 57.)

Sam. Schott.

Nov.	1.	To journal, p. 1	483 70
Dec.	4.	" " p. 10	495 00
'78.			
Jan.	2.	" " p. 18	425 05
Feb.	7.	" " p. 24	444 80
M'ch	4.	" " p. 28	374 25
		(In pencil:)	2, 222 80

539*s*

(Page 58.)

C. F. Nehls.

'78.			
Jan.	30.	To journal, p. 21	$5 00
Feb.	2.	" " p. 24	5 00
"	9.	" " p. 24	8 00
"	11.	" " p. 24	7 00
"	15.	" " p. 25	5 50
"	22.	" " p. 27	5 00
"	23.	" " p. 27	5 00
"	25.	" " p. 27	3 00
M'ch	1.	" " p. 28	5 00
"	2.	" " p. 28	10 00

(Page 59.)

Jac. Rosenstock.

'78.			
Feb.	16.	To journal, p. 25	5 00
"	21.	" " p. 25	5 00
"	27.	" " p. 27	5 00
M'ch	2.	" " p. 28	5 00

(Page 60.)

Expense account.

'77.			
Dec.	3.	To journal, p. 9	356 20
'78.			
Jan.	2.	" " p. 18	1,321 31
Feb.	2.	" " p. 24	1,097 90
M'ch	2.	" " p. 28	1,049 60
		(In pencil:)	3,825 00

539*t* (Page 61.)

Huestis & Dusenberger, Troy N. Y.

'78.			
Feb.	23.	By journal, p. 27	$131 20

(Page 62.)

Jettlers & Seseritz, Rochester.

'78.			
Feb.	25.	By journal, p. 27	118 53

540 *Petition of Schott & Schott.*

In the district court of the United States for the eastern district of Michigan.

To the Hon. Henry B. Brown, judge of the district court of the United States for the eastern district of Michigan:

The petition of Samuel Schott, of Detroit, Wayne Co., Michigan, in said district, and Max Schott, of the city of East Saginaw, in the county of Saginaw and State of Michigan, and district aforesaid, respectfully represents:

That the said Samuel Schott and Max Schott, copartners, transacting business at East Saginaw, in the county of Saginaw and State of Michigan, and in the said district, have carried on business for the six months next immediately preceding the filing of this petition, at East Saginaw, within said judicial district; that the members of said copartnership owe debts exceeding the amount of three hundred dollars, and are unable to pay all their debts in full; that they are willing to surrender all their estate and effects for the benefit of their creditors, and desire to obtain the benefit of the provisions contained in Title LXI, "Bankruptcy," of the Revised Statutes of the United States, and the amendments thereto.

That the schedule hereto annexed, marked "A," and verified by their oaths, contains a full and true statement of all the debts of said copartnership, and, so far as it is possible to ascertain, the names and places of residence of their creditors, and such further statements concerning said debts as are required by the provisions of said act.

That the scheme hereto annexed, marked "B," and verified by their oaths, contains an accurate inventory and valuation of all the estate of said copartnership, both real and personal, required by the provisions of said act.

And said Samuel Schott further states that the schedule there (3) is
annexed, marked "C," verified by his oath to petition of said
541 Schott and Philip Feibish filed in these cases on the 14th day of
April, 1877, a full and true statement of all his individual debts,
and, as far as possible, the names and places of residence of his creditors, and the further statements concerning such debts required by the provisions of said act; and that the schedule thereto annexed, marked "D," verified by his oath, contains an accurate inventory and valuation of all his individual estate, as required by the provisions of said act.

And said Max Schott further states that the schedule hereto annexed, marked "E," verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and the further statements concerning such debts required by the provisions of said act.

And that the schedule hereto annexed, marked "F," verified by his oath, contains an accurate inventory and valuation of all his individual estate, as required by the provisions of said act.

They further show to the court that your petitioner Schott is one of the firm of Schott & Feibish, of Detroit, and that he joined with said firm in filing a petition for the same purpose and object as this petition, in this court, on September 14th, 1877, to which petition he refers; and that your said petitioner Schott did file individual schedules according to law with said petition.

Wherefore your petitioners pray that, after due proceedings had, they may be adjudged by a decree of the court to be bankrupts within the purview of said act; and upon their compliance with all the requirements of said act, and all the orders and directions of the court made in pursuance thereof, they may be severally decreed to have a certificate of discharge *discharge* from all their debts provable under said act, and otherwise entitled to all the benefits thereof, and that said proceedings of said Samuel Schott and Philip Feibish may be consolidated herewith.

SAMUEL SCHOTT.
MAX SCHOTT,
Petitioners.

GRIFFIN & DICKINSON,
Attorneys for Petitioners.

542 UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

Samuel Schott and Max Schott, the petitioners above named, each for himeslf, hereby makes solemn oath that the statements contained in the foregoing petition, subscribed by him on behalf of the firm of which he is a partner and on his own hehalf, as therein stated, are true, so far as the same are stated of his own knowledge, and that those matters that are therein stated on information and belief are true, according to the best of his knowledge, information, and belief and each for himself further makes oath that he is a citizen of the United States of America, and that he will bear true faith and allegiance to the same.

SAMUEL SCHOTT.
MAX SCHOTT.

Subscribed and sworn to before me this 14th day of September, A. D. 1877.

HOVEY K. CLARK,
Register in Bankruptcy,
Commissioner of the Circuit Court of the United States
for the Eastern District of Michigan.

543 [Petition by debtor. 1.]

SCHEDULE A.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment; preferred claims.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		Where and when contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor; and, if so, with whom.
				Dollars.	Cts.		
1. Debts due the United States, and taxes and assessments under the laws thereof.	......	....	....	....	....	....	
2. Debts due to the State of Michigan, and taxes and assessments under the laws of said State.	....	State & county taxes for 1877.	Assessed under laws State of Michigan.	25	00	1877	Taxes.
	....	City of East Saginaw taxes for 1877.	" "	125	....	1877	"
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor performed within six months.	....	Nathan Schott	East Saginaw, Mich., clerk.	50	00	East Saginaw, Mich.	Due for clerk hire for services rendered during last six months.
	....	Peter St. Marie.	East Saginaw, Mich., clerk.	16	50	" "	" "
4. Other debts preferred by said act.	......	....	....	....	....	....	
				216	50		

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner's.

544 [Petition by debtor. 2.]

SCHEDULE A.

Creditors holding securities.

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of act, and whether contracted as copartner or joint contractor with any other person, and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description (including nature and cause and consideration of indebtedness.)	When and where contracted.	Value of securities.		Amount of debts.	
				Dollars.	Cts.	Dollars.	Cts.
	None whatever.	....	....	00	00	00	00
				00	00	00	0o

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

545 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved).

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc. are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also, the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars	Cts.		

Petitioners desire here to state, to avoid repetition, that on no debt in the following schedule mentioned, being Schedule A—3, and the several pages in continuation thereof, and containing a list of those creditors whose claims are unsecured, has judgment been rendered; that in no case has any bond, bill of exchange, promissory note, or other negotiable evidence of debt, *has* been given, except in these cases where such fact is expressly stated; that the original consideration of each note or other negotiable evidence of debt therein mentioned was goods, wares, and merchandize sold and delivered petitioners' said firm, unless otherwise expressly stated; that each of said debts was contracted by said debtors, composing firm of Schott & Co., with no other joint contractor or person, said notes being notes of Schott & Co.

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

546 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Page 1.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also, the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars	Cts.		
Ledger page. 1	Heineman, Butzel & Co.	Detroit, Mich., wholesale clothing.	762	88	May, 1877, at East Saginaw.	Note given for merchandize now past due, by firm Schott & Co.
30	Schlors Bros. & Simon.	Detroit, Mich., wholesale clothing, &c.	969	89	May, 1877, at East Saginaw.	Two notes for merchandize now past due given by said debtors.
315	I. Kauffman.......	Detroit, Mich., wholesale clothing.	643	00	Spring, 1877, at East Saginaw.	Of this debt $234.44 is due on note now past due, & balance on open accounts for merchandize sold said debtors.
310	N. Levy & Co.....	Rochester, N. Y., wholesale clothing.	650	....	Feb'y, 1877, at East Saginaw.	Due on open account for merchandize sold said debtors.
43	Cauffman & Dunkenspiel.	Rochester, N. Y., wholesale clothing.	785	50	Feb'y, 1877, at East Saginaw.	Due on note given by said debtors for merchandize & now past due.
			3,811	27		

SAMUEL SCHOTT,
MAX SCHOTT, *Petitioners*.

547 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Continued, page 2.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise; and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward	3,811	27		
310	Reis & Wolf	Rochester, N. Y., wholesale hats & caps.	268	50	In spring 1877, at East Saginaw.	Due on note given for merchandize by said debtor, now past due.
316	J. A. Breitenstoal.	Rochester, N. Y., wholesale clothing.	63	80	June, 1877, at East Saginaw.	Due on open account for merchandize sold said debtor.
9	J. M. Sloman & Son.	Rochester, N. Y., wholesale clothing.	388	50	Feb'y, 1877, at East Saginaw.	Due on open account for merchandize sold said debtor.
5	Rends, Raff Bros. & Co.	New York City, wholesale clothing.	360	75	Feb'y, 1877, at East Saginaw.	Due on open account for merchandize sold said debtor.
6	H. Wallach & Sons, receivers of Calm, Soloman & Freiburg.	New York City, wholesale furnishing goods.	166	....	May 20, '77, at East Saginaw.	Note given by said debtors to A. Wallach & Son, as receivers of Calm, Soloman & Freiburg, for goods purchased of latter firm.
			5,058	82		

SAMUEL SCHOTT.
MAX SCHOTT.

548 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3.—(as approved)—Page 3, continued.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward.....	5,058	82		
315	J. Lagewitz & Co.	New York City, bag manufacturers.	151	50	Feb'y, 1877, at East Saginaw.	Due on open account for goods, wares, & mdse. purchased by said debtors.
316	Sweet, Dempster & Co.	Chicago, Ill., wholesale hatters.	476	12	April, May & June, '77, at East Saginaw.	Due on open account for goods, wares, & mdse. purchased by said debtors.
19	Eisenstadt Bros..	Chicago, Ill., dealers in furnishing goods.	217	39	Feb'y & Mar. 1877, at East Saginaw.	Due on open account for goods, wares, & mdse. purchased by said debtors.
44	Adler, Mendel & Co.	Milwaukee, Wis., wholesale clothing.	1,066	50	April, 1877, at East Saginaw.	Note due on or about Oct. 1, 1877, given for purchases of merchandize.
14	Harris & Schrier..	Cleveland, Ohio, wholesale hats & caps.	158	50	May & June, 1877, at East Saginaw.	Due on open account for purchases of mdse. by said debtors.
			7,128	83		

SAMUEL SCHOTT.
MAX SCHOTT.

549 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3 (as approved)—Page 4, continued. A 3.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also, the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward....	7,128	83		
311	Hawley, Folsom & Martin.	Boston, Mass., wholesale furnishing goods.	357	65	June, 1877, at East Saginaw.	Due on open account for merchandize purchased by said debtors.
317	Davis & Co.......	Troy, New York, wholesale furnishing goods.	104	25	June, 1877, at East Saginaw.	Due on open account for merchandize purchased by said debtors.
12	Martin Maier.....	Detroit, Mich., trunk man'f'r.	117	22	May, 1877, at East Saginaw.	Due on note given for merchandize, now past due.
313	L. Loewenstein...	Chicago, Ill., wholesale clothing.	395	....	April or March, 1877, East Saginaw.	Due on open account for merchandize purchased by said debtors.
314	Jettles, Seligman & Co.	Rochester, N. Y., tie man'f'ct'rs.	54	75	April, 1877, at East Saginaw.	Due on open accounts for merchandize purchased by said debtors.
			8,157	70		

SAMUEL SCHOTT,
MAX SCHOTT.

550 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Concluded, page 5.

In the matter of   , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward	8,157	70		
16	I. S. Young & Co.	New York City, wholesale hats & caps.	449	96	March and April, 1877, East Saginaw.	Due on open account for goods, wares, & mdse. purchased by said debtors.
	Mrs. H. Lichtenberg.	East Saginaw, Mich., married lady.	450	....	1874, at East Saginaw.	Due on open account for money borrowed by said debtors.
	Second National Bank, East Saginaw.	East Saginaw, Mich., corporation.	1,200	....	In July, 1877, at East Saginaw.	Due on note of said debtors given for borrowed money & due October, 1877.
			9,257	66		

SAMUEL SCHOTT.
MAX SCHOTT.

551 [Petition by debtor. 4.]

SCHEDULE A.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business and place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.		Nature of liability, and whether same was contracted as copartner or joint contractor, or with any other person; and, if so, with whom; also, cause and consideration of each indebtedness.
				Dollars.	Cts.	
None	Second National Bank, East Saginaw, Mich.	East Saginaw, corporation.	East Saginaw, Mich.			Consideration & other facts as stated.
	Note for $575.30 taken in by said debtors in the course of their business, & endorsed & discounted at the Second National Bank of East Saginaw. Said note was date' March 27, 1877, and payable in four months from date. Said debtors believe said bank now holds said paper, but cannot state certainly			575	30	
				575	30	

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

552 [Petition by debtor. 5.]

SCHEDULE A.

Accommodation paper.

[N. B.—The dates of the notes or bills and when due, with the names, residences, and the business or occupation of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders. If the bankrupt is liable as drawer, maker, acceptor, or endorser thereof it is to be stated accordingly. If the names of the holders are not known, the name of the last owner known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residence of holders and particulars of notes or bills.	Place where contracted.	Amount.		Whether liability was contracted as copartner or joint contractor, or with any other person; if so, with whom. Nature of each debt or demand and cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever ...	....	....	00	00	
				00	00	

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

552½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came Samuel Schott & Max Schott, the persons mentioned in and who subscribed to the foregoing petition and schedule, marked "A," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement of all their copartnership & joint debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, as compiled in the Revised Statutes of the United States, Title LXI, "Bankruptcy," and the amendments thereto, as embodied in Title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARK,
Register in Bankruptcy.

553 [Petition by debtor. 1]

SCHEDULE B.

Statement of all real and personal estate and effects whatever, which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
None whatever....................	....	....	00 00
			00 00

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

554 [Petition by debtor. 2.]

SCHEDULE B.

Personal property.

To include items with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Cash on hand; none whatever..................................	00	00
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately); none whatever	00	00
c.—Stock in trade in my business of retail clothing, at East Saginaw, of the value, as per inventory, $4,500 #, estimated as being worth..................................	2,500	00
d.—Household goods and furniture, household stores, wearing apparel, and ornaments of the person; none whatever...	00	00
e.—Books, prints, and pictures; none whatever.................	00	00
f.—Horses, cows, sheep, and other animals; none whatever...	00	00
g.—Carriages and other vehicles; none whatever..............	00	00
h.—Farming stock and implements of husbandry; none whatever..................................	00	00
i.—Shipping and shares in vessels; none whatever..............	00	00
k.—Machinery, fixtures, and apparatus used in business, with the place where each is situated; counters and shelving, 500.00; safe, 100.00; 3 show cases, 50.00................	650	00

l.—Goods or personal property of any other description, with the place where each is situated; none whatever..........		
	3,150	00

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

555 [Petition by debtor. 3.]

SCHEDULE B.

Choses in action.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be here to annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Debts due petitioner on open account of face value of $230.20, as per Exhibit A,. hereto attached, estimated value of $150.00..	150	00
b.—Stocks in incorporated companies and interest in joint stock companies; none whatever..................................		
c.—Policies of insurance on stock and fixtures, situated at East Saginaw, Michigan:		

No.			
400786.	London Insurance Co., office N. Y. C....	$1,000	00
124346.	Continental Fire Ins. Co., Hartford, Conn	1,000	00
510.	Northwestern National, Milwaukee......	2,500	00
7075.	Buffalo Germania Ins. Co., Buffalo......	3,000	00
12678.	Lancashire Ins. Co., Manchester, Eng...	2,000	00
1989.	North American Ins. Co., Philadelphia..	1,000	00
158.	Phœnix Ins. Co., Brooklyn...............	2,000	00
598.	Hamburgh-Bremen Ins. Co., Hamburg..	2,200	00
		14,700	14,700 00

d.—Unliquidated claims of every nature, with their estimated value; none whatever.

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

556

EXHIBIT A.

W. McCarty, East Saginaw..	7	50
Dr. Frenz " "	9	00
Dr. H. Hesse " "	1	75
D. Kass " "	9	50
C. Heineman " "	7	70
A. Leyrer..	3	50
Th. Gordan..	7	00
Th. Nachtorei..	12	50
John Hays..	5	75
A. Schlesinger..	2	25
Ster Crade..	11	00

M. Haster	7	50
Oscar Kate	4	00
John Fland	2	50
A. H. Frey, E. S	22	00
Sill	1	50
Cart Opperman	11	00
Cutteer	8	00
I. Penett	3	75
W. Degner	8	00
F. Gabel	6	50
R. C. Horr	88	00
(In pencil:)	230	20

SAMUEL SCHOTT.
MAX SCHOTT.

557 [Petition by debtor. 4.]

SCHEDULE B.

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If any or all of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.]

Gen'l interest.	Particular description, including situation and incumbrances.	Supposed value of my interest.	
		Dollars.	Cts.
Interest in land	None whatever	00	00
Personal property	None whatever	00	00
Property in money, stocks, shares, bonds, annuities, etc.	None whatever	00	00
Rights and powers	None whatever	00	00
		Amount realized from proceeds of property conveyed.	
		Dollars.	Cts.
Property heretofore conveyed for benefit of creditors.	None whatever	00	00
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed: name and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to petitioner.	None whatever	00	00
		00	00

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioners.

SCHEDULE B.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which at the date of this petition are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same:

Books; 1 ledger, 1 journal, 1 cash book.
Deeds; none whatever.
Papers, etc.; miscellaneous papers, invoices, letters, &c.
All above in store occupied by said debtors at East Saginaw, Michigan.

SAMUEL SCHOTT,
MAX SCHOTT,
Petitioner'.

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14' day of September, A. D. 1877, before me personally came Samuel Schott & Max Shott, the persons mentioned in and who subscribed to the foregoing petition and schedule marked "B," respectively, and who being by me first duly sworn did declare the said schedule to be a full and true statement, inventory, and valuation of all their copartnership & joint estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto as embodied in Title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARKE,
Register in Bankruptcy.

559 [Petition by debtor. 1.]

INDIVIDUAL LIABILITIES OF MAX SCHOTT.

SCHEDULE E.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment; preferred claims.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		Where and when contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor; and, if so, with whom.
				Dollars.	Cts.		
1. Debts due the United States, and taxes and assessments under the laws thereof.	......	....	....	......	...	....	
2. Debts due to the State of Michigan, and taxes and assessments under the laws of said State.	None.	City of East Saginaw, Saginaw Co., Mich.	....	35	00	East Saginaw.	Taxes for 1877
	None.	State of Michigan and County of Saginaw.	....	10	00	....	State & county taxes for 1877.
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor performed within six months.	......	None whatever.	....	00	00	....	
4. Other debts preferred by said act.	......	None whatever.	....	00	00	....	
				45	00		

MAX SCHOTT,
Petitioner.

560 [Petition by debtor. 2.]

SCHEDULE E.

Creditors holding securities.

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of act, and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description (including nature and cause and consideration of indebtedness).	When and where contracted.	Value of securities.		Amount of debts.	
				Dollars.	Cts.	Dollars.	Cts.
	None whatever.	....	....	00	00	00	00
				00	00	00	00

MAX SCHOTT,
Petitioner.

561 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE E—3—(as approved).

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder, of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property ; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise ; and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
	None whatever...	....	00	00		
			00	00		

MAX SCHOTT,
Petitioner.

562 [Petition by debtor. 4.]

SCHEDULE E.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business and place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.		Nature of liability, and whether same was contracted as copartner or joint contractor, or with any other person; and, if so, with whom; also, cause and consideration of each indebtedness.
				Dollars.	Cts.	
	None whatever...	....	....	00	00	
				00	00	

MAX SCHOTT,
Petitioner.

563 [Petition by debtor. 5.]

SCHEDULE A.

Accommodation paper.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders. If the bankrupt is liable as drawer, maker, acceptor, or endorser thereof it is to be stated accordingly. If the names of the holders are not known, the name of the last owner known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residence of holders and particulars of notes or bills.	Place where contracted.	Amount.		Whether liability was contracted as copartner or joint contractor, or with any other person; if so, with whom. Nature of each debt or demand and cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever...	....	....	00	00	
				00	00	

MAX SCHOTT,
Petitioner.

563½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came Max Schott, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "E," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement of all his individual debts, etc., in accordance with the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, as compiled in the Revised Statutes of the United States, title LXI, "Bankruptcy," and the amendments thereto.

HOVEY K. CLARK,
Register in Bankruptcy.

564 [Petition by debtor. 1.]

INDIVIDUAL ASSETS MAX SCHOTT.

SCHEDULE F.

Statement of all real and personal estate and effects whatever which are now in the possession enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
Lot 9, block 79, Hoyt's addition to city of East Saginaw, Saginaw County, Michigan, held by petitioner in fee simple.	....	2-story frame house thereon, and occupied by petitioner as homestead.	1,500 00
			1,500 00

MAX SCHOTT,
Petitioner.

565 EXHIBIT A. (F.)

1 parlor set	100 00
1 bed-room "	250
1 " "	100
Carpet & furniture of sitting-room	100
Dining room furniture	75
Kitchen furniture & stoves	75
Sewing machine	75
Beds & bedding	125
	1,000

566 [Petition by debtor. 2.]

SCHEDULE F.

Personal Property.

To include items with situation and incumbrances. The items of each class may be inserted in schedules to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Cash on hand; none whatever	00	00
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately); none whatever	00	00
c.—Stock in trade in my business of , at , of the value of; none whatever		
d.—Household goods and furniture, household stores, wearing apparel, and ornaments of the person; household goods & stores, 1,000.00	1,000	00
clothing, 25.00	25	00
(Per exhibit A.)		
e.—Books, prints, and pictures; pictures, family pictures	5	00
f.—Horses, cows, sheep, and other animals; none whatever	00	00
g.—Carriages and other vehicles; none whatever	00	00
h.—Farming stock and implements of husbandry; none whatever	00	00
i.—Shipping and shares in vessels; none whatever	00	00
k.—Machinery, fixings, and apparatus used in business, with the place where each is situated; none whatever	00	00
l.—Goods or personal property of any other description, with place where each is situated; none whatever	00	00
	1,030	00

MAX SCHOTT,
Petitioner.

567 [Petition by debtor. 3.]

SCHEDULE F.

Choses in action.

To include items with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Debts due petitioner on open account; none whatever	00	00

b.—Stocks in incorporated companies and interest in joint stock companies; none whatever		00 00
c.—Policies of insurance:		
On house described	$1,000	
" furniture "	1,000	
		2,000 00
d.—Unliquidated claims of every nature, with their estimated value; none whatever		00 00
		2,000 00

MAX SCHOTT,
Petitioner.

568 [Petition by debtor. 4.]

SCHEDULE F.

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

N. B.—A particular description of each interest must be entered. If any or all of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.

Gen'l interest.	Particular description, including situation and incumbrances.	Supposed value of my interest.	
		Dollars.	Cts.
Interest in land	None whatever	00	00
Personal property	None whatever	00	00
Property in money, stocks, shares, bonds, annuities, etc.	None whatever	00	00
Rights and powers	None whatever		
		Amount realized from proceeds of property conveyed.	
		Dollars.	Cts.
Property heretofore conveyed for benefit of creditors.	None whatever	00	00
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed; name and address of party to whom conveyed; amount realized therefrom and disposal of same so far as known to petitioner.	None whatever	00	00

MAX SCHOTT,
Petitioner.

569 [Petition by debtor. 5.]

SCHEDULE F.

A particular statement of the property claimed as excepted from the operation of said act, by the provisions of the 14th section thereof, giving each item of property and its valuation; and, if any portion of it is real estate, its location, description, and present use.

[N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statute of said State creating the exception.]

	Valuation. Dollars. Cts.
Property claimed to be excepted from the operations of said act, and which may be set apart by the assignee, under the 14th section.	
Household goods & stores to value of	475 00
Wearing apparel	25 00
Property claimed to be exempt by State laws; its valuation; whether real or personal estate; its description and present use; and under what State law exemption is claimed. State constitution, article XVI;	
House hereinbefore described, to wit, in schedule B[1]	1,500 00
	2,000 00

MAX SCHOTT, *Petitioner.*

570 [Petition by debtor. 6.]

SCHEDULE F.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which at the date of this petition are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same:

Books: None whatever.

Deeds: Deed to lot claimed as homestead, in possession of said debtor.

Papers, etc.: None whatever.

MAX SCHOTT, *Petitioner.*

570½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14 day of September, A. D. 1877, before me personally came Max Schott, F, the person mentioned in, and who subscribed to the foregoing petition and schedule, marked F, respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement, inventory, & valuation of all his individual estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the several amendments thereto as embodied in title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARK,
Register in Bankruptcy.

571 *Petition of Schott & Feibish.*

In the district court of the United States for the eastern district of Michigan.

To the Hon. Henry B. Brown, judge of said court:

The petition of Samul Schott and Phillip Feibish, of the city of Detroit, county of Wayne and State of Michigan and district aforesaid, respectfully represents: That the said Samuel Schott and Phillip Feibish, copartners, transacting business at Detroit aforesaid, in the county of Wayne and State of Michigan, and in the said district, have resided and carried on business for the six months next immediately preceding this filing of their petition at Detroit aforesaid, within said judicial district; that the members of said copartnership owe debts exceeding three hundred ($300.00) dollars and are unable to pay all their debts in full; that they are willing to surrender all their estate and effects for the benefit of their creditors, and desire to obtain the benefit of the provisions contained in title LXI, Bankruptcy, of the Revised Statutes of the United States and the amendments thereto.

That the schedule hereto annexed marked "A," and verified by their oaths, contains a full and true statement of all the debts of said copartnership and, so far as it is possible to ascertain, the names and places of residence of their creditors, and such further statements concerning said debts as are required by the provisions of said act.

That the schedule hereto annexed marked "B," and verified by their oaths, contains an accurate inventory and valuation of all the estate of said copartnership, both real and personal, required by the provisions of said act.

And said Samuel Schott further states that the schedule hereto annexed marked "C," verified by his oath, contains a full and true statement of all his individual debts, and as far as possible the names and places of residence of his creditors, and the further statements concerning such
571*a* debts required by the provisions of said act; and that the schedule hereto annexed marked "D," verified by his oath, contains an accurate inventory and valuation of all his individual estate as required by the provisions of said act.

And said Phillip Feibish further states that the schedule hereto annexed marked "E," verified by his oath, contains a full and true statement of all his individual debts and, as far as possible, the names and places of residence of his creditors, and the further statements concerning such debts required by the provisions of said act; and that the schedule hereto annexed marked "F," verified by his oath, contains an accurate inventory and valuation of all his individual estate, as required by the provisions of said act.

Wherefore your petitioners pray that after due proceedings had they may be adjudged, by a decree of the court, to be bankrupts within the purview of the act; and upon their compliance with all the requirements of said act, and all the orders and directions of the court made in pursuance thereof, they may be severally decreed to have a certificate discharge from all their debts provable under said act, and otherwise entitled to all the benefits thereof.

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioners.

GRIFFIN & DICKINSON,
Attorneys for Petitioners.

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

Samuel Schott and Phillip Feibish, the petitioners above named, each for himself makes solemn oath that the statements contained in the foregoing petition, subscribed by him on behalf of the firm of which he is a partner, and on his own behalf, as therein stated, are true, so far as the same are stated of his own knowledge, and that those matters that are therein stated on information and belief are true according to the best of his knowledge, information, and belief, and each for himself further makes oath that he is a citizen of the United States of America,
572 and that he will bear true faith and allegiance to the same.

SAMUEL SCHOTT.
PHILLIP FEIBISH.

Subscribed and sworn to before me this 14th day of September, A. D. 1877.

HOVEY K. CLARK,
Register in Bankruptcy.

573 [Petition by debtor. 1.]

COPARTNERSHIP LIABILITIES SCHOTT & FEIBISH.

SCHEDULE A.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment; preferred claim.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		Where and when contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor; and, if so, with whom.
				Dollars.	Cts.		
1. Debts due the United States, and taxes and assessments under the laws thereof	None.	None whatever.	....	....	....	....	....
2. Debts due to the State of Michigan and taxes and assessments under the laws of said state.	None.	None whatever.	....	....	....	....	....
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor performed within six months.	....	Charles F. Nehls.	Clerk, Detroit, Mich.	18	41	....	Due for balance due for clerk hire for services rendered Schott & Feibish.
	....	Jacob Rosenstock.	" " "	10	00	....	Same as preceding.
4. Other debts preferred by said act.	......	None whatever.	....	....	....	....	....
				28	41		

SAMUEL SCHOTT,
PHILLIP FEIBISH.
Petitioner.

574 [Petition by debtor. 2]

SCHEDULE A.

Creditors holding secnreties.

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of act, and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description (including nature and cause and consideration of imdebtedness).	When and where contracted.	Value of securities.		Amount of debts.	
				Dollars.	Cts.	Dollars.	Cts.
	None whatever.	....	....	00	00	00	00
				00	00	00	00

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioner.

575 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved).

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise; and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		

Petitioners desire here to state, to avoid repetition, that on no debts in the following schedule mentioned, being Schedule A—3, and the several pages in continuation thereof, and containing a list of those creditors whose claims are unsecured, has judgment been rendered; that in no case has any bond, bill of exchange, promissory note, or other negotiable evidence of debt been given, except in those cases where such fact is expressly stated; that the original consideration of each note therein mentioned was goods, wares, and merchandize sold and delivered petitioners' said firm, unless otherwise stated; that each of said debts were contracted by the firm of Schott & Feibish, with no other joint contractor or person. Said notes are the notes of Schott & Feibish.

SAMUEL SCHOTT.
PHILLIP FEIBISH.

576 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved.)

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
Ledger page. 96	Heineman, Butzel & Co.	Detroit, Michigan, wholesale cloth & clothing.	2, 538	88	Detroit, during March, Ap'l, & Jan'y, 1877.	Due on notes bearing 10 % interest being as follows: March 8, '77, 5 mos., 501.51; April 11, '77, 4 mos., 675.62; June 14, '77, 3 mos., 761.75; June 14, '77, 4 mos., 600.
98	Schloss Bros. & Simon.	Detroit, Michigan, wholesale fancy goods.	1, 574	38	Detroit, during year 1877.	Due on two demand notes amounting to aforesaid sum.
519	I. Kauffman........	Detroit, Michigan, wholesale clothing.	204	....	March 5, '77, Detroit.	Due on note dated M'ch 5, at 6 months for aforesaid sum.
455	N. Levy & Co.....	Rochester, N. Y., wholesale clothing.	5, 205	38	During M'ch & Ap'l, 1877, at Detroit.	Due on open account for goods purchased March 5 & Ap'l 13, 1877.
452	Cauffman & Dinkenspiel.	Rochester, N. Y., wholesale clothing.	853	....	April 1st, 1877, at Detroit.	Due on note dated April 1st, 1877, for $853.
			10, 375	64		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

577 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved).—Continued, page 2.

In the matter of   , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Rrference to ledger.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward.....	10, 375	64		
457	Oppenheimer, Hays & Co.	Rochester, N. Y., wholesale clothing.	178	50	March 5, 1877; Detroit.	Due on open account for goods purchased at said date & for said amount.
456	Straus, Moor & Bier.	Rochester, N. Y., wholesale clothing.	798	00	April 1st, 1877; Detroit.	Due on note dated April 1st, '77, at 4 months, for said amount.
82	J. M. Sloman & Son.	Rochester, N. Y., wholesale clothing.	918	75	April 1st, 1877; Detroit.	Due on note dated April 1st, '77, at 4 months, for said amount.
17	Rindskopf Bros. & Co.	New York City, wholesale clothing.	2, 699	01	Feb'y 9, May 25, '77; Detroit.	Due on open accounts for goods purchased between said dates, both inclusive.
20	D. H. Goodman & Bro.	New York City, wholesale clothing.	1, 096	75	May 14, 1877; Detroit.	Due on note dated May 14, 1877, at 6 months.
			16, 066	65		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

578 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Continued, page 3.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also, the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward.....	16,066	65		
21	Rothschild Bros. & Goodman.	New York City, dealers in furnishing goods.	845	99	March 21, 1877, at Detroit.	Due on note dated dated March 21, '77, payable at 4 months.
431	L. Singheimer.....	New York City, wholesale clothing.	344	75	March 10, 1877, at Detroit.	Due on open accounts for goods purchased March 10, 1877.
448	S. W. H. Ward & Sons.	New York City, dealers in collars, &c.	175	....	April 20, 1877, at Detroit.	Due on open accounts for goods purchased April 20, 1877.
453	M. J. Weil & Bro..	New York City, dealers in furnishing goods.	308	81	March 3, 1877, at Detroit.	Due on open accounts for goods purchased March 3, 1877.
453	Maier Bros. & Co.	New York City, wholesale clothing.	467 1,421	75 99	April 20 & June 16, 1877, at Detroit.	Due on two notes dated April 20 & June 16, at 4 months each, for 1,421.99 and 467.75 respectively.
			19,630	94		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

579 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Continued, page 4.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward.....	19,630	94		
458	Schwartz & Jerkorski.	New York City, wholesale clothing.	319	....	April 16, '77, Detroit.	Due on open accounts for goods purchased April 16, 1877.
459	Moses S. Herman & Co.	New York City, wholesale clothing.	162	....	April 17, '77, Detroit.	Due on open accounts for goods purchased April 17, 1877.
459	D. C. Neuberger & Bro.	New York City, wholesale clothing.	140	....	April 18, 1877, Detroit.	Due on open accounts for goods purchased April 18, 1877.
461	L. Laevenson & Co	New York City, wholesale clothing.	1,240	20	May 21, 1877, Detroit.	Due on note dated May 21, 1877, payable at 6 months.
514	Rindskopf Bros...	New York City, dealers in furnishing goods.	77	75	March 23, 1877, Detroit.	Due on open accounts for goods purchased May 23, 1877.
			21,569	69		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

580 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Continued, page 5.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward......	21,569	69		
454	Hiram Exstein & Co.	Buffalo, New York, wholesale clothing.	294	....	February 16, '77, Detroit.	Due on open accounts for goods purchased Feb'y 16, 1877.
517	William Herbst...	Milwaukee, Wis., wholesale clothing.	252	60	June 14, 1877, Detroit.	Due on open accounts for goods purchased June 14, 1877.
10	H. Michaels.......	Rochester, N. Y., wholesale clothing.	91 3, 051	50 75	March 15, 1877, Detroit.	Of this debt $3,051.75 is due on three notes of equal amounts, dated M'ch 15, '77, payable at 5, 6, & 7 months, respectively; balance due on open accounts.
456	A. Stern & Co.....	Rochester, N. Y., clothing.	445	63	March 8 & 22, 1877, Detroit.	Due on open accounts for goods purchased at said dates.
442	James McDonald & Co.	Rochester, N. Y., clothing.	2, 213	25	April 13 & 23, '77, Detroit.	Due on open accounts for goods purchased at said dates.
			27, 918	42		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

581 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE A—3—(as approved)—Continued, page 6.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward......	27,918	42		
462	Knowles, Leland & Co.	Boston, Massachusetts, wholesale clothing.	264	00	April 20, '77, Detroit.	Due on open accounts for goods purchased on said date.
452	L. Lebenstein.....	Chicago, Illinois, wholesale clothing.	373	....	Feb'y 13, '77, Detroit.	Due on open accounts for goods purchased at said date.
440	Samuel Lieberman & Co.	Chicago, Illinois, wholesale clothing.	623	....	June 1, '77, Detroit.	Due on note for said amounts, dated June 1, '77, payable at 2 months.
Not posted.	J. A. Breitenstoal.	Rochester, N. Y., wholesale clothing.	72	....	1877, Detroit.....	Due on open accounts for goods purchased.
"	Davis & Co.......	Troy, N. Y., clothing.	85	35	1877, Detroit......	
"	Merrill & Palmer.	Detroit, real estate.	1,000	....	May, June, July & Aug., '77, Detroit.	Due for rents of premises occupied by petitioners.
			30,335	77		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

582 [United States bankrupt act, March 2, 1867, secs. 11 & 29.]

SCHEDULE A—3—(as approved)—Continued, page 7.

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
		Forward......	30,335	77		
None...	Sigmund Rothschild.	Detroit, Michigan.	5,145	16	During 1877, at Detroit, Michigan.	Due on five promissory notes of Schott & Feibish, payable to Sigmund Rothschild, for 1,263.50, 1,263.50, 1,218.16, 650, 750, due Aug. 23, Sept. 23, Sept. 13, Aug. 23, and Sept. 15, 1877, respectively, said notes having been given for borrowed money. Said Rothschild is, as far as petitioners know, the last known holder of said papers.
			33,470	93		

SAMUEL SCHOTT.
PHILLIP FEIBISH.

583 [Petition by debtor. 4.]

SCHEDULE A.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business or place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.		Nature of liability, and whether the same was contracted as copartner or joint contractor, or with any other person; and, if so, with whom; also, cause and consideration of each indebtedness.
				Dolls.	Cts.	
None......	Sigmund Rothschild.	Detroit, Michigan, tobacco merchant.	Detroit, Mich.			Contracted by firm of Schott & Feibish alone. Consideration as stated.
	Note of I. Pick's, dated June 1, 1876, and payable in 12 months, was taken in by petitioners in course of their business & endorsed & discounted to said Rothschild, who was last holder of said note. Said note is for 650. (Said petitioners cannot state who is present holder of said note.)........			650	00	
	Note of I. Pick's, dated June 1, 1876, and payable in 15 months, was taken in by petitioners in course of their business and endorsed & discounted to said Rothschild, who was last holder of said note known to petitioners..........			650	....	
				1,300	00	

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioners.

584 [Petition by debtor. 5.]

SCHEDULE A.

Accommodation paper.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders. If the bankrupt is liable as drawer, maker, acceptor, or endorser thereof, it is to be stated accordingly. If the names of the holders are not known, the name of the last owner known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residence of holders and particulars of notes or bills.	Place where contracted.	Amount.		Whether liability was contracted as copartner or joint contractor, or with any other person; if so, with whom. Nature of each debt or demand and cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever....	....	....	00	00	
				00	00	

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioner.

584½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came Samuel Schott and Phillip Feibish, the persons mentioned in, and who subscribed to, the foregoing petition and schedule marked "A," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, as compiled in the Revised Statutes of the United States, Title LXI, "Bankruptcy," and the amendments thereto.

HOVEY K. CLARK,
Commissioner of the Circuit Court of the U. S.
East. Dist. Mich.

585 [Petition by debtor. 1.]

COPARTNERSHIP ASSETS, SCHOTT & FEIBISH.

SCHEDULE B.

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
None whatever....................	....	....	00 00
			00 00

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioner'.

586 [Petition by debtor. 2.]

SCHEDULE B.

Personal property.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars. Cts.
a.—Cash on hand....................	00 00
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately), as per Exhibit 1, hereto attached, of face value of $2,366.85, but believed by your petitioner to be of about $575.00 in value....................	575 00
c.—Stock in trade in my business of dealers in clothing at Detroit, of, the value of as per inventory valuation, 14,517.90, but not believed by your petitioners to be worth more than ¾ inventory valuation....................	10,888 43

d.—Household goods and furniture, household stores, wearing apparel, and ornaments of the person, none whatever....	00 00
e.—Books, prints, and pictures, none whatever..................	00 00
f.—Horses, cows, sheep, and other animals, none whatever.....	00 00
g.—Carriages and other vehicles, none whatever................	00 00
h.—Farming stock and implements of husbandry, none whatever..	00 00
i.—Shipping and shares in vessels, none whatever.............	00 00
k.—Machinery, fixings, and apparatus used in business, with the place where each is situated:	
Shelving & counter, 800.00; 3 mirrors, 156; 1 safe, 180, 4 chandeliers & 2 reflectors, 92; 2 show-cases, 124; letter press, 5; curtains & sign, 75.00; 95 chairs, step-ladder, pigeon-holes, desk, &c., of the inventory value of $1,500 00..	1,500 00
l.—Goods, or personal property of any other description, with place where each is situated, none whatever..............	00 00
	$12,963 43

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioners.

587 EXHIBIT 1.

List of promissory notes, securities, &c.

Note of	Pincus Frink, city,	167 75,	due last Jan'ry.
" "	Louis Mantelsky, Texas,	531 00,	" " Feb'y.
" "	Isaac Mantelsky, "	318 00,	" " Feb'y.
" "	Barney Mantelsky, city,	737 90,	past due.
" "	L. Smith,	612 20,	due last Jan'y.
		2,366 85	

Of these notes petitioners do not believe that anything can be realized, save on claims against L. Smith & Barney Mantelsky. The said Mantelsky is a bankrupt, and has proposed to his creditors a composition of fifty cents on the dollar, worth about $575.00.

SAMUEL SCHOTT.
PHILLIP FEIBISH.

588 [Petition by debtor. 3.]

SCHEDULE B.

Choses in action.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars. Cts.
a.—Debts due petitioner on open account, as per Exhibit A, hereto attached, & marked of the face value of 198.15, but which petitioners believe to be worth about 100..	100 00

b.—Stocks in incorporated companies and interest in joint stock companies, none whatever		00 00
c.—Policies of insurance on stock of goods as aforesaid, & now in place of business on Woodward avenue, & fixtures:		
Policy No:		
1038. Prescott Bros. Co., Boston, Mass., expires May, 1878	$3,000 00	
923. St. Joseph Ins. Co., St. Joseph, Mo., expires May 18, 1878	3,650 00	
182805. Scottish Commercial Insurance Company, Glascow, Scotland, expires May 15, 1878	10,000 00	
510. Atlantic Ins. Co., New York City expires May 17, 1878	5,000 00	
	21,650 00	21,650 00
d.—Unliquidated claims of every nature, with their estimated value, none whatever		00 00
		100 00

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioners.

589 EXHIBIT F.

List of open a/cs.

Paul Benhart	2 00
—— Palmer	3 00
M. Goldman	11 00
R. Mendellson	13 00
R. S. Rothschild	3 50
F. G. Clarkson	6 00
F. Rothschild	1 00
John Kent	10 00
Geo. W. Hoffman	3 25
Jacob Arnold	8 25
Chas. Van Anden	16 50
J. Henry	50
Neville Maier	13 00
Mrs. Sherman	4 00
Thomas Larimer	5 00
George Waltz	50
M. H. Harrington	2 50
C. D. Strubel	6 15
J. Downey	1 65
L. Schloss	3 85
John Fortune	3 75
J. J. Martin	3 50
Chas. Smith	50
Jno. Karph	6 00
Mrs. Leonard	10 00

A. Griffith	1	00
W. M. Ward		75
Martin Newland	15	
—— Stark	15	
J. Fleitz	3	50
D. K. Sullivan	2	50
Raphael Rothschild	2	00
S. Rothschild	5	50
—— Walpf	4	00
Louis Benfey	4	00
Nelson Parrott	5	50
Frank—a barber, name not known	1	00
	198	15

SAMUEL SCHOTT.
PHILLIP FEIBISH.

590 [Petition by debtor. 4.]

SCHEDULE B.

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If any or all of the debtor's property has been conveyed by deed of assignment or otherwise for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.]

Gen'l interest.	Particular description, including situation and incumbrances.	Supposed value of my interest.	
		Dollars.	Cts.
Interest in land	None whatever	00	00
Personal property	None whatever	00	00
Property in money, stocks, shares, bonds, annuities, etc.	None whatever	00	00
Rights and powers	None whatever	00	00
		Amount realized from proceeds of property conveyed.	
		Dollars.	Cts.
Property heretofore conveyed for benefit of creditors.	None whatever	00	00
What portion of debtor's property has been conveyed by deed of assignment or otherwise for benefit of creditors; date of such deed; name and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to petitioner.	None whatever	00	00
		000	00

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioner.

591 [Petition by debtor. 6.]

SCHEDULE B.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which at the date of this petition are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore at any time in my possession or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same:

Books: 1 ledger, cash-book, 1 journal, 1 invoice-book, 1 blotter, 1 stock-book.

Deeds: none whatever.

Papers, etc.: letters & miscellaneous papers which have accumulated in the course of business.

All of above being in possession of petitioners at store on Woodward avenue.

SAMUEL SCHOTT,
PHILLIP FEIBISH,
Petitioner'.

591½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came Samuel Schott and Phillip Feibish, the persons mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement, inventory, & valuation of all their copartnership & joint estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, & the amendments thereto as embodied in Title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARK,
Register in Bankruptcy.

592 [Petition by debtor. 1.]

INDIVIDUAL LIABILITIES—SAMUEL SCHOTT.

SCHEDULE C.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment; preferred claims.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		Where and when contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor; and, if so, with whom.
				Dollars.	Cts.		
1. Debts due the United States, and taxes and assessments under the laws thereof.	......	None whatever.	....	00	00	....	
2. Debts due to the State of , and taxes and assessments under the laws of said State.	......	None whatever.	....	00	00	....	
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor performed within six months.	......	None whatever.	....	00	00	....	
4. Other debts preferred by said act.	......	None whatever.	....	00	00	....	
				00	00		

SAMUEL SCHOTT, *Petitioner.*

593 [Petition by debtor. 2.]

SCHEDULE C.

Creditors holding securities.

[N. B.—Particulars of securities held, with dates of same, and when given to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of act, and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description (including nature and cause and consideration of indebtedness.)	When and where contracted.	Value of securities.		Amount of debts.	
				Dollars.	Cts.	Dollars.	Cts.
	None whatever.	....	....	00	00	00	00
				00	00	00	00

SAMUEL SCHOTT,
Petitioner.

594 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE C—3—(as approved).

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c.-and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
	None whatever...	....	00	00	....	....
			00	00		

SAMUEL SCHOTT,
Petitioner.

595 [Petition by debtor. 4.]

SCHEDULE C.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business or place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.		Nature of liability, and whether the same was contracted as copartner or joint contractor, or with any other person, and if so with whom; also, cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever...	....	....	00	00	
				00	00	

SAMUEL SCHOTT,
Petitioner.

596 [Petition by debtor. 5.]

SCHEDULE C.

Accommodation paper.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, and acceptors thereof are to be set forth under the names of the holders. If the bankrupt is liable as drawer, maker, acceptor, or endorser thereof, it is to be stated accordingly. If the names of the holders are not known, the name of the last owner known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residence of holders and particulars of notes or bills.	Place where contracted.	Amount.		Whether liability was contracted as copartner or joint contractor, or with any other person; if so, with whom. Nature of each debt or demand and cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever...	....	....	00	00	
				00	00	

SAMUEL SCHOTT,
Petitioner.

596½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came Samuel Schott, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "C," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, as embodied in the Revised Statutes of the United States, Title XLI, "Bankruptcy," and the amendments thereto.

HOVEY K. CLARK,
Register in Bankruptcy.

597 [Petition by debtor. 1.]

INDIVIDUAL ASSETS—SAMUEL SCHOTT.

SCHEDULE D.

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
None whatever...................	....	....	00 00
			00 00

SAMUEL SCHOTT, *Petitioner.*

598 [Petition by debtor. 2.]

SCHEDULE D.

Personal property.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Cash on hand, none whatever	00	00
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately), none whatever	00	00
c.—Stock in trade in my business of , at , of the value of ; none whatever	00	00
d.—Household goods and furniture, household stores, wearing apparel, and ornaments of the person :		
Household goods, furniture, & stores of the value of	1,200	00
Wearing apparel, as per Exhibit A, hereto attached	50	00
e.—Books, prints, and pictures, none whatever	00	00
f.—Horses, cows, sheep, and other animals, none whatever	00	00
g.—Carriages, and other vehicles, none whatever	00	00
h.—Farming stock, and implements of husbandry, none whatever	00	00
i.—Shipping, and shares in vessels, none whatever	00	00
k.—Machinery, fixtures, and apparatus used in business, with the place where each is situated, none whatever	00	00
l.—Goods or personal property of any other description, with the place where each is situated, none whatever	00	00

SAMUEL SCHOTT, *Petitioner.*

599 EXHIBIT A—D.

1 parlor set	$150
Sitting-room "	100
Bed-room "	150
Carpets	300
Stoves	75
Bedding	325
	1,200

600 [Petition by debtor. 3.]

SCHEDULE D.

Choses in action.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Debts due petitioner on open account, none whatever	00	00
b.—Stocks in incorporated companies and interest in joint stock companies, none whatever	00	00

c.—Policies of insurance, on furniture $2,000	2,000 00
d.—Unliquidated claims of every nature, with their estimated value, none whatever	00 00
	2,000 00

SAMUEL SCHOTT, *Petitioner.*

601 [Petition by debtor. 4.]

SCHEDULE D.

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

[N. B. A particular description of each interest must be entered. If any or all of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.]

Gen'l interest.	Particular description, including situation and incumbrances.	Supposed value of my interest.	
		Dollars.	Cents.
Interest in land	None whatever	00	00
Personal property	None whatever	00	00
Property in money, stocks, shares, bonds, annuities, etc.	None whatever	00	00
Rights and powers	None whatever	00	00
		Amount realized from proceeds of property conveyed.	
		Dollars.	Cents.
Property heretofore conveyed for benefit of creditors.	None whatever	00	00
What portion of debtor's property has been conveyed by deed of assignment or otherwise for benefit of creditors; date of such deed; name and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to petitioner.	None whatever	00	00
		00	00

SAMUEL SCHOTT,
Petitioner.

602 [Petition by debtor. 5.]

SCHEDULE D.

A particular statement of the property claimed as excepted from the operation of said act by the provisions of the 14th section thereof, giving each item of property and its valuations; and, if any portion of it is real estate, its location, description, and present use.

[N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statutes of said State creating the exception.]

	Valuation. Dollars.	Cts.
Property claimed to be excepted from the operations of said act, and which may be set apart by the assignee under the 14th section:		
Household goods, stoves, &c., to value of	450	00
Wearing apparel	50	
Property claimed to be exempt by State laws; its valuation; whether real or personal estate; its description and present use; and under what State law exemption is claimed: none whatever	00	00
	500	00

SAMUEL SCHOTT, *Petitioner.*

603 [Petition by debtor. 6.]

SCHEDULE D.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which at the date of this petition are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same:

Books; none whatever.
Deeds; none whatever.
Papers, etc.; none whatever.

SAMUEL SCHOTT, *Petitioner.*

603½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14th day of September, A. D. 1877, before me personally came the person mentioned in and who subscribed to the foregoing petition and schedule, marked "D," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement, inventory, & valuation of all his individual estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto as embodied in Title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARK,
Register in Bankruptcy.

604 [Petition by debtor. 1.]

INDIVIDUAL LIABILITIES—PHILIP FEIBISH.

SCHEDULE E.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment; preferred claims.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		Where and when contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor; and, if so, with whom.
				Dollars.	Cts.		
1. Debts due the United States, and taxes and assessments under the laws thereof.	......	None whatever ...	......	00	00		
2. Debts due to the State of Michigan or others, and taxes and assessments under the laws of said State.	......	None whatever ...	......	00	00		
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor performed within six months.	......	None whatever ...	......	00	00		
4. Other debts preferred by said act.	......	None whatever ...	......	00	00		
				00	00		

PHILLIP FEIBISH, *Petitioner.*

605 [Petition by debtor. 2.]

SCHEDULE A.

Creditors holding securities.

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of act, and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description (including nature and cause and consideration of indebtedness.)	When and where contracted.	Value of securities.		Amount of debts.	
				Dollars.	Cts.	Dollars.	Cts.
	None whatever.	....	....	00	00	00	00
				00	00	00	00

PHILLIP FEIBISH, *Petitioner.*

606 [United States bankrupt act, March 2, 1867, secs. 11 & 39.]

SCHEDULE E—3—(as approved).

In the matter of , bankrupt.

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any maker, endorser, or holder of any bill or note, etc., are unknown the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; also the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise; and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.		When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and, if so, with whom.
			Dollars.	Cts.		
None.	David Congdon...	Detroit, tailor.....	12	00	1877, Detroit......	Due for goods purchased.
None.	Hugo Hill........	Detroit, merchant.	7	50	1877, Detroit......	Due for goods purchased.
None.	Dr. Herman Keefer.	" physician.	25	....	1877, "	Professional services.
None.	" T.A.McGraw.	" "	30	....	1877, "	" "
			74	50		

The above debts were contracted by petitioner individually, and on no debts has judgment been rendered, nor has in either instance a note, bond, bill of exchange, or other negotiable evidence of debt been given.

PHILLIP FEIBISH,
Petitioner.

607 [Petition by debtor. 4.]

SCHEDULE E.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of th holders. If the names of the holders are not known the name of the last holder known to the petitioner should be stated, and his business or place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.		Nature of liability, and whether the same was contracted as copartner or joint contractor, or with any other person; and, if so, with whom; also cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever....	....	....	00	00	
				00	00	

PHILLIP FEIBISH,
Petitioner.

608 [Petition by debtor. 5.]

SCHEDULE E.

Accommodation paper.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders. If the bankrupt is liable as drawer, maker, acceptor, or endorser thereof it is to be stated accordingly. If the names of the holders are not known, the name of the last owner known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residence of holders and particulars of notes or bills.	Place where contracted.	Amount.		Whether liability was contracted as copartner or joint contractor, or with any other person; if so, with whom. Nature of each debt or demand and cause and consideration of each indebtedness.
				Dolls.	Cts.	
	None whatever...	....	....	00	00	
				00	00	

PHILLIP FEIBISH,
Petitioner.

608½ UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14 day of September, A. D. 1877, before me personally came Phillip Feibish, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "E," respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement of all his individual debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, as compiled in the Revised Statutes of the United States, Title LXI, "Bankruptcy," and the amendments thereto.

HOVEY K. CLARK,
Register in Bankruptcy.

609 [Petition by debtor. 1]

INDIVIDUAL ASSETS—PHILLIP FEIBISH.

SCHEDULE F.

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
None whatever...............	....	....	00 00
			00 00

PHILLIP FEIBISH,
Petitioner.

610

EXHIBIT A.

1 parlor set	125
1 sitting-room set	100
1 dining " "	50
Kitchen furniture & crockery	50
2 bed-room sets	200
Carpets	200
Mirror	75
Table	15
Hat-rack & other articles	385
	1,200

611 [Petition by debtor. 2.]

SCHEDULE F.

Personal property.

To include items, with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Cash on hand	00	00
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately), none whatever	00	00
c.—Stock in trade in my business of , at , of the value of , none whatever	00	00
d.—Household goods and furniture, household stores, wearing apparel, and ornaments of the person: household goods & furniture, 1,200 (see Exhibit A hereto attached); wearing apparel, 50; watch & chain, 200	1,450	00
e.—Books, prints, and pictures, none, save photographs of no value	00	00
f.—Horses, cows, sheep, and other animals, none whatever	00	00
g.—Carriages and other vehicles, none whatever	00	00
h.—Farming stock and implements of husbandry, none whatever	00	00
i.—Shipping and shares in vessels, none whatever	00	00
k.—Machinery, fixings, and apparatus used in business, with the place where each is situated, none whatever	00	00
l.—Goods or personal property of any other description, with place where each is situated, none whatever		
	1,450	00

PHILLIP FEIBISH, *Petitioner.*

612 [Petition by debtor. 3.]

SCHEDULE F.

Choses in action.

To include items with situation and incumbrances. The items of each class may be inserted in schedules, to be hereto annexed, duly referred to by numbers.

	Dollars.	Cts.
a.—Debts due petitioner on open account, none whatever........	00	00
b.—Stocks in incorporated companies and interest in joint stock companies, none whatever....................................	00	00
c.—Policies of insurance, none whatever...........................	00	00
d.—Unliquidated claims of every nature, with their estimated value, none whatever..	00	00

PHILLIP FEIBISH, *Petitioner.*

613 [Petition by debtor. 4.]

SCHEDULE F.

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If any or all of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.]

Gen'l interest.	Particular description, including situation and incumbrances.	Supposed value of my interest.	
		Dollars.	Cents.
Interest in land	None whatever	00	00
Personal property	None whatever	00	00
Property in money, stocks, shares, bonds, annuities, etc.	None whatever..	00	00
Rights and powers.....	None whatever..	00	00
		Amount realized from proceeds of property conveyed.	
		Dollars.	Cents.
Property heretofore conveyed for benefit of creditors.	None whatever..................................	00	00
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed; name and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to petitioner.	None whatever..................................	00	00

PHILLIP FEIBISH, *Petitioner.*

614 [Petition by debtor. 5.]

SCHEDULE F.

A particular statement of the property claimed as excepted from the operation of said act, by the provisions of the 14th section thereof, giving each item of property and its valuation; and, if any portion of it is real estate, its location, description, and present use.

N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statute of said State creating the exception.

Property claimed to be excepted from the operations of said act, and which may be set apart by the assignee, under the 14th section.

	Valuation. Dollars.	Cents.
Household goods, &c., value of $450.00	450	00
Wearing apparel..	50	00

Property claimed to be exempt by State laws; its valuation; whether real or personal estate; its description and present use, and under what State law exemption is claimed.........
None whatever.

500 00

PHILLIP FEIBISH, *Petitioner.*

615 [Petition by debtor. 6.]

SCHEDULE F.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate and effects, or any part thereof, which at the date of this petition are in my possession, or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore at any time in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reasons for their custody of the same:

Books, none whatever.
Deeds, none whatever.
Papers, etc., none whatever.

PHILLIP FEIBISH, *Petitioner.*

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

On this 14' day of September, A. D. 1877, before me personally came Phillip Feibish, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "F" respectively, and who, being by me first duly sworn, did declare the said schedule to be a full and true statement, inventory, & valuation of all his individual estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto, as embodied in title LXI, Bankruptcy, of the Revised Statutes of the United States.

HOVEY K. CLARK,
Register in Bankruptcy.

Filed September 14, 1877, at 3 o'clock, p. m.

D. J. DAVISON, *Cl'k.*

616 *Order recording resolution for composition.*

In the district court of the United States for the eastern district of Michigan. In bankruptcy.

IN THE MATTER OF
SAMUEL SCHOTT AND PHILIP FEIBISH, COPARTNERS as Shott & Feibish, and Samuel Schott and Max Schott, c'partners as Schott & Co., bankrupts.

At Detroit, in said district, on the 13th day of November, A. D. 1877.

Whereas it appears by the report of Mr. Hovey K. Clarke, register in bankruptcy, on file herein, that at a meeting of the creditors of said bankrupts, held at his office on the 23rd day of October last, called for the purpose of considering a composition proposed by said Schott & Feibish and Schott & Co. respectively, in satisfaction of their debts, in accordance with the provisions of section 5103 of the Revised Statutes of the United States, as amended by section 17 of the act of Congress approved June 22nd, 1874, the following propositions were made to said creditors by said bankrupts respectively, to wit:

We, Samuel Schott and Phillip Feibish, two of the debtors above named, being unable to pay our debts in full, do hereby, pursuant to the acts of Congress relating to bankruptcy, and subject to the priorities therein declared, propose a composition to our creditors of thirty-five cents on the dollar of the debts due from us to them respectively, to be paid in money at the times hereinafter stated, and to be evidenced and secured in manner following; that is to say:

In cash, in four equal instalments, in three (3), six (6), nine (9), and twelve months from the date when the court shall order that the resolution of creditors accepting this composition be recorded, to be evidenced by the promissory notes of Schott & Feibish of the date aforesaid, and payable as aforesaid, and endorsed by Sigmund Rothschild, of Detroit, Wayne County, Michigan. All debts, for the purposes of this composition, shall be computed up to September 14th, A. D. 1877 (the date of commencement of proceedings herein). Said notes shall be sent, 617 post paid, to each creditor within fifteen days from their said date, or shall be delivered personally to said creditors: Provided, that in case where the compromise is less than thirty dollars it may be permitted us, the said debtors, to average the said four instalments after the custom of merchants, and make and deliver such creditors a less number of notes than three for said compromise.

We to pay the costs of these proceedings, in conjunction with Schott & Co., and shall pay all debts having priority under the bankrupt law in force; and

We, Samuel Schott and Max Schott, debtors above named, being unable to pay our debts in full, do hereby, pursuant to the provisions of the acts of Congress relating to bankruptcy, and subject to the priorities therein declared, propose a composition to o'r creditors of thirty-five cents on the dollar of the debts due from us to them respectively, to be paid in money at the time hereinafter stated, and to be evidenced and secured in manner following, that is to say:

In cash, in four equal instalments, in three (3), six (6), nine (9), and twelve months from the date when the court shall order that the resolution of creditors accepting this composition be recorded, to be evidenced by the promissory notes of Schott & Co. of the date aforesaid, and payable as aforesaid, endorsed by Sigmund Rothschild, of Detroit, Wayne County, Michigan. All debts for the purposes of this composition shall be computed up to September 14th, A. D. 1877, the date of the commencement of proceedings herein. Said notes shall be sent post paid to each creditor within fifteen days from their said date, or shall be delivered personally to said creditors, provided that in cases where the compromise is less than thirty dollars it may be permitted us, the said debtors, to average the said four instalments, after the custom of merchants, and make and deliver such creditors a less number of notes that three for said compromise.

We to pay the costs of these proceedings, in conjunction with Schott & Feibish, and shall pay all debts having priority under the bankrupt law in force.

618 Whereas it appears that at said meeting resolutions were adopted by the creditors of said bankrupts respectively accepting said propositions, and due proof of the service on the creditors of notice of motion to record said resolutions having been filed, and there being no opposition, and the court being satisfied that such resolutions were passed in the manner directed by the provisions of said section:

Now, therefore, upon due consideration thereof, upon motion o' Griffin & Dickinson, of counsel for said bankrupts, it is ordered that said report of said register be, and the same is hereby, confirmed, and said resolutions are hereby declared of record in this court, as contemplated by said section.

Witness the honorable Henry B. Brown, judge of said court, and the seal thereof, at Detroit, in said district, on the 13th day of November, A. D. 1877.

[L. S.] (Sig'd) D. J. DAVISON,
Clerk of said Court,
By JNO. GRAVES,
Dep'y Clerk.

Filed November 13th, 1877, at 4 p. m.

JNO. GRAVES,
Dep'y Clerk.

619 *Order of consolidation.*

In the district court of the United States for the eastern district of Michigan. In bankruptcy.

IN THE MATTERS OF SAMUEL SCHOTT AND PHILLIP FIEBISH AND Samuel Schott and Max Schott.	Order of consolidation.

At Detroit, in said district, on the twenty-fourth day of September, A. D. 1877.

On the application of Don M. Dickinson, esq., of counsel for petitioners, and on good cause shown, it is ordered that the above matters be, and they are hereby, consolidated, to proceed hereafter as one case, under the title of "Samuel Schott and Phillip Feibish, copartners as Schott & Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co."

Witness the Hon. Henry B. Brown, judge of said court, and the seal thereof, at Detroit, in said district, on the 24th day of September, A. D. 1877.

[SEAL.]

D. J. DAVISON,
Clerk of said Court,
By JNO. GRAVES,
Dep'y Clerk.

Filed September 24th, 1877, at 2 p. m.

JNO. GRAVES,
Dep'y Clerk.

620 *Proceedings in bankruptcy. Schott & Feibish.*

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT AND PHILIP FEIBISH copartners as Schott and Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co., bankrupts.	No. 1286. In bankruptcy.

At Detroit, in said district, on the second day of November, A. D. 1877, before Mr. Hovey K. Clarke, register in bankruptcy.

I, the above-named register, hereby certify that at a meeting of the creditors of the above-named Samuel Schott and Philip Feibish, two of said bankrupts, held at my office on the twenty-third of October, 1877, called for the purpose, then and there, to consider a composition to be proposed by said Schott and Feibish, bankrupts, in satisfaction of their debts, in accordance with the provisions of section 5103 of the Revised Statutes of the United States, as amended by section 17 of the act of Congress approved June 22, 1874, of which meeting due notice had been given, as appears by the proof hereto annexed, the first sheet of which is marked "Exhibit A," the said Schott and Feibish, bankrupts, being then present, submitted to the creditors present:

First. A schedule of their liabilities and assets, verified by their oathes, and that said schedule, so verified, is hereto annexed and marked "Exhibit B."

Second. A proposition for a composition in satisfaction of their debts, as set forth in the paper hereto annexed and marked "Exhibit C."

I further certify that the said Schott and Feibish, bankrupts, then and there answered all inquiries addressed to them by any creditors present; and thereupon I submitted to the creditors present the question whether the proposition for a composition so presented as aforesaid should
621 be accepted; that a majority in number of all creditors assembled, each of whose claims exceeds the sum of fifty dollars, and of three-fourths in value of all creditors so assembled, voted to accept said proposition, and I accordingly declared the resolution passed.

I further certify that the whole number of claims proved in the manner required by law against said Schott and Feibish, bankrupts, amounts in the aggregate to thirty-two thousand three hundred seventy-nine dollars and ninety-nine cents, and that of these so proved twenty-eight in number are by creditors each of whose claims exceeds the sum of fifty dollars, and that the aggregate of unsecured claims set forth in said Schott and Feibish, bankrupts', schedule, but not proved, is three thousand eight hundred seventy-two dollars and ninety-six cents, and that of these not so proved eight in number are of creditors each of whose claims exceeds the sum of fifty dollars, and therefore the aggregate of the unsecured debts of said Schott and Feibish, bankrupts, amounts to thirty-six thousand two hundred fifty-two dollars and ninety-five cents, and the whole amount of unsecured creditors of said Schott and Feibish, bankrupts, each of whose claims exceeds the sum of fifty dollars is thirty-six.

I further certify that the said Schott and Feibish, bankrupts, and creditors whose claims in the aggregate amount to the sum of thirty-two thousand one hundred fourteen dollars and seventy-four cents, of whom twenty-seven in number are of creditors each of whose claims exceeds the sum of fifty dollars, in token of their confirmation of the said composition have signed their names to the record of the said resolution submitted to and adopted by the meeting hereto annexed, and marked "Exhibit D;" that said names were so signed in each instance in my presence by the parties in person or by their duly authorized attorney, or, when not signed in my presence, the affixing of such signature by proper authority has
622 been duly proved by evidence satisfactory to me, and hereto attached; and therefore it appears that the said composition has been confirmed in the manner required by law.

And I further certify that, in my opinion, it is for the best interests of all concerned that the said resolution accepting the composition proposed as aforesaid should be recorded, and that the statement of the assets and debts of said Schott and Feibish, bankrupts, produced to the meeting of creditors held as aforesaid should be filed. All which, together with the proofs of debts and other papers filed in my office relative to the proposition of said Schott and Feibish, bankrupts, for a composition in satisfaction of their debts, and the proceedings thereon is herewith respectfully certified:

Number of creditors of Schott & Feibish whose claims exceed $50.00 proved		28	
Not proved		8	
Two-thirds of		36 is	24
Number of creditors signing in confirmation			27
Aggregate amount due creditors of Schott & Feibish whose claims are proved	$32,379 99		
Not proved	3,872 96		
One-half of	36,252 95		is 18,126 47½
Amount in value signing in confirmation			32,114 74

623 And I, the above-named register, hereby further certify that at a meeting of the creditors of the above-named Samuel Schott and Max Schott, two of said bankrupts, who composed the firm of Schott and Co., held at my office on the twenty-third of October, 1877, called for the purpose then and there to consider a composition to be proposed by said Schott and Co., bankrupts, in satisfaction of their debts, in accordance with the provisions of section 5103 of the Revised Statutes of the United States, as amended by section 17 of the act of Congress approved June 22, 1874, of which meeting due notice had been given, as appears by the proof hereto annexed, the first sheet of which is marked "Exhibit A," the said Schott and Co., bankrupts, being then present, submitted to the creditors present:

First. A schedule of their liabilities and assets, verified by their oaths, and that the said schedule so verified is hereto annexed and marked "Exhibit BB."

Second. A proposition for a composition in satisfaction of their debts, as set forth in the paper hereto annexed and marked "Exhibit CC."

I further certify that the said Schott and Co., bankrupts, then and there answered all inquiries addressed to them by any creditors present, and thereupon I submitted to the creditors present the question whether the proposition for a composition so presented as aforesaid should be accepted; that a majority in number of all creditors assembled, each of whose claims exceeds the sum of $50, and of three-fourths in value of all creditors so assembled, voted to accept said proposition, and I accordingly declared the resolution passed.

I further certify that the whole number of claims proved in the manner required by law against said Schott and Co., bankrupts, amounts in the aggregate to eight thousand three hundred sixteen dollars and forty-
624 one cents, and that of these so proved twenty in number are by creditors each of whose claims exceeds the sum of fifty dollars, and that the aggregate of unsecured claims set forth in said Schott and Co., bankrupts', schedule but not proved is two thousand two hundred seventy-seven dollars and eighty-six cents, and that of these not so proved five in number are of creditors each of whose claims exceeds the sum of fifty dollars; and, therefore, the aggregate of the unsecured debts of said Schott and Co., bankrupts, amounts to ten thousand five hundred ninety-four dollars and twenty-seven cents, and the whole amount of unsecured creditors of said Schott and Co., bankrupts, each of whose claims exceeds the sum of fifty dollars is twenty-five.

I further certify that the said Schott and Co., bankrupts, and creditors whose claims in the aggregate amount to the sum of six thousand six hundred forty-four dollars and thirty-six cents, of whom seventeen in number are creditors each of whose claims exceeds the sum of fifty dollars, in token of their confirmation of the said composition have signed their names to the record of the said resolution submitted to and adopted by the meeting, hereto annexed and marked "Exhibit DD;" that said names were so signed in each instance in my presence by the parties in person or by their duly authorized attorney, or, when not signed in my presence, the affixing of such signature by proper authority has been duly proved by evidence satisfactory to me and hereto attached; and therefore it appears that the said composition has been confirmed in the manner required by law.

And I further certify that in my opinion it is for the best interests of all concerned that the said resolution accepting the composition proposed as aforesaid should be recorded, and that the statement of the assets and debts of said Schott and Co., bankrupts, produced to the meeting of the creditors held as aforesaid, should be filed.

625 All which, together with the proofs of debts and other papers filed in my office relative to the proposition of said Schott and Co., bankrupts, for a composition in satisfaction of their debts and the proceedings thereon, is herewith respectfully certified.

HOVEY K. CLARKE,
Register in Bankruptcy.

Number of creditors of Schott and Co. whose claims exceed fifty dollars proved	20	
Not proved	5	
Two-thirds of	25	is 16⅔
Number of creditors signing in confirmation		17
Aggregate amount due creditors of Schott & Co. whose claims are proved	$8,316 41	
Not proved	2,277 86	
One-half of	10,594 27	is 5,297 13½
Amount in value signing in confirmation		6,644 36

626 EXHIBIT A.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT AND PHILIP FEIBISH copartners as Schott and Feibish, and Samuel Schott and Max Schott, copartners as Schott and Co., bankrupts.
No. 1286. In bankruptcy.

At Detroit, in said district, on the twenty-eighth day of September, A. D. 1877, before Mr. Hovey K. Clarke, register in bankruptcy.

EASTERN DISTRICT OF MICHIGAN, *ss:*

William Sheeron, being duly sworn, says that on the twenty-eighth day of September inst. he deposited in the post-office in the city of Detroit a postal-card addressed to each of the persons, firms, and corporations whose names follow, and at the places respectively set opposite to each, on the back of which card was printed a notice, a true copy of which is annexed to the margin hereof.

(In margin:)

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT AND PHILIP FEIBISH, copartners as Schott and Feibish, and Samuel Schott & Max Schott, copartners as Schott & Co., bankrupts. } In bankruptcy.

AT DETROIT, *Sept. 27th*, 1877.

Notice is hereby given that a general meeting of the creditors of the said
Samuel Schott and Philip Feibish, copartners as Schott and Feibish, and
Samuel Schott and Max Schott, copartners as Schott and Co., will be held
at room 53, Seitz Buildings, Griswold and Congress streets, in the city of
Detroit, in said district, on the twenty-third day of October next, at
627 ten o'clock a. m., to consider a composition then and there to be pro-
posed by said bankrupts, in satisfaction of their debts, in accordance
with the provisions of section 5103 of the Revised Statutes of the United
States, as amended by section 17 of the act of Congress approved June 22nd,
1874.

HOVEY K. CLARK,
Register in Bankruptcy.

That is to say to:

Hineman, Butzel & Co., Detroit.
Schloss Bros. & Simon, Detroit.
I. Kauffman, Detroit.
N. Levy & Co., Rochester, N. Y.
Cauffman & Dinkenspiel, Rochester, N. Y.
Ries & Wolf, Rochester, N. Y.
J. A. Breitenstool, Rochester, N. Y.
I. M. Sloman & Sons, Rochester, N. Y.
Riudskope Bros. & Co., New York.
H. Wallach & Sons, receivers of Cahm, Soloman & Freiburg, New York.
J. Loguitz & Co., New York.
Sweet, Dempster & Co., Chicago, Ill.
Eisenstodt Bros., Chicago, Ill.
Adler, Mandel & Co., Milwaukee, Wis.
Harris Schrier, Cleveland, O.
Hawley, Folsom & Martin, Boston, Mass.
Davis & Co., Troy, N. Y.
Martin Maier, Detroit.
L. Lonenstein, Chicago, Ill.
Jettles, Seligman & Co., Rochester, N. Y.
J. S. Young & Co., New York.
Mrs. H. Lichtenburg, East Saginaw, Mich.
628 Second Nat. Bank, East Saginaw, Mich.
County treasurer, Saginaw County, Mich.
City of East Saginaw, Saginaw County, Mich.
Nathan Schott, East Saginaw, Mich.
Peter St. Marie, East Saginaw, Mich.
Oppenheimer, Hugo & Co., Rochester, N. Y.

Strauss, Mow & Pies, Rochester, N. Y.
D. H. Goodman & Bro., New York.
Rothschild Bros. & Goodman, New York.
L. Sinzheimer, New York.
S. W. H. Ward's Sons, New York.
M. J. Weil & Bro., New York.
Mayer Bros. & Co., New York.
Schwartz & Jerkowski, New York.
D. L. Neuberger & Bro., New York.
L. Loveneuson & Co., New York.
Rindskoph Bros., New York.
Moses S. Herman & Co., New York.
Hiram Esstein & Co., Buffalo, N. Y.
William Herbst, Milwaukee, Wis.
H. Michaels & Co., Rochester, N. Y.
A. Stern & Co., Rochester, N. Y.
James McDonald & Co., Rochester, N. Y.
Knowles, Leland & Co., Boston, Mass.
L. Lebenstein, Chicago, Ill.
Samuel Leberman & Co., Chicago, Ill.
Merrill & Palmer, Detroit.
Sigmund Rothschild, Detroit.
Charles F. Nehls, Detroit.
Jacob Roxenstock, Detroit.
David Congdon, Detroit.
629 Hugo Hill, Detroit.
Dr. Herman Keifer, Detroit.
Dr. T. A. McGraw, Detroit.

And further deponent saith not.

WILLIAM SHEERON.

Subscribed and sworn to before me this 28th day of Sept., A. D. 1877.

HOVEY K. CLARKE,
Register in Bankruptcy.

Filed Sept. 28th, 1877, 2.20 p. m.

CLARKE, *Reg.*

630 In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT AND PHILIP FEIBISH, copartners as Schott & Feibish, and Samuel Schott & Max Schott, copartners as Schott & Co., bankrupts.
In bankruptcy.

DETROIT, *Sept. 27th,* 1877.

Notice is hereby given that a general meeting of the creditors of the said Samuel Schott and Philip Feibish, copartners as Schott and Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co., will be held at room 53, Seitz Buildings, Griswold and Congress streets, in the city of Detroit, in said district, on the 23rd day of October, next at 10 o'clock a. m., to consider a composition then and there to be proposed by said bankrupts in satisfaction of their debts, in accordance with the provisions of section 5103 of the Revised Statutes of the United States, as amended by section 17 of the act of Congress, approved June 22d, 1874.

HOVEY K. CLARKE,
Register in Bankruptcy.

Chas. S. Palmer, of the city of Detroit, in said State and county, being duly sworn, deposes and says that the annexed notice has been duly published in the Detroit Daily Tribune, a newspaper published and circulating in said city, State, and county at least once in each day for two successive days, and that the first publication thereof was on the 28th day of Sept., A. D. 1877; that he is the principal clerk of the printer of said newspaper, and that he knows well the facts herein stated.

CHAS. S. PALMER.

Sworn to and subscribed before me this 6th day of November, 1877, at said city and county.

L. F. HARTER,
Notary Public, Wayne Co. Mich.

631 *Printer's bill.*

2 folios 2 times	2 10
Affidavit of publication	25
	2 35

Received payment for the company.

Filed November 5th, 1877, 10.45 a m.

CLARKE, *Reg.*

632 In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT & PHILIP FEIBISH, copartners as Schott & Feibish, & Samuel Schott and Max Schott, copartners as Schott & Co., bankrupts. } In bankruptcy.

AT DETROIT, *Sept.* 27, 1877.

Notice is hereby given that a general meeting of the creditors of the said Samuel Schott and Philip Feibish, copartners as Schott and Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co., will be held at room 53, Seitz Buildings, Griswold and Congress streets, in the city of Detroit, in said district, on the 23rd day of October, next, at ten o'clock a. m., to consider a composition then and there to be proposed by said bankrupts in satisfaction of their debts, in accordance with the provisions of section 5103 of the Revised Statutes of the United States, as amended by section 17 of the act of Congress approved June 22, 1874.

HOVEY K. CLARKE,
Register in Bankruptcy.

STATE OF MICHIGAN,
County of Wayne, ss:

Geo. Spencer, of the city of Detroit, in said State and county, being duly sworn, deposes and says that the annexed notice has been duly published in the Detroit Post, a newspaper printed, published, and circulating in said State and county at least once in each day for September 28th and 29' successive, and that the first publication thereof was on the 28th day of September, A. D. 1877; that he is an employee of the Daily Post Company, who are the printers of said newspaper, and that he well knows the facts stated therein.

GEO. SPENCER.

633 Sworn to and subscribed before me this 29th day of Sept., A. D. 1877, at Detroit, in said county.

L. F. HARTER,
Notary Public in and for Wayne County, State of Michigan.

Printer's bill.

2 folios, 2 times	$2 10
Affidavit of publication	25
Rec'd payment	2 35

DAILY POST CO.
Per McCABE.

Filed October 1, 1877.

CLARKE, *Reg.*

634 EXHIBIT B 1.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott & Feibish, bankrupts. } In bankruptcy.

Statement showing the whole of the partnership assets and debts of Schott and Feibish, two of the above bankrupts, and the names and addresses of the creditors to whom such debts respectively are due, on the 23rd day of October, 1877 ."*C.*"

ASSETS.

Cash on hand	$92 00
Stock & fixtures of inventory value of $117.50, valued at	8,750 00
Promissory notes and bills of exchange, as per Exhibit I to schedule heretofore filed	575 00
Open accounts, as per schedule A to schedule heretofore filed	100 00
Real estate and interests therein, as per schedule C; none whatever	000 00
Total assets	9,527 00

DEBTS.

Preferred debts, as per schedule E	$28 41
Secured debts, as per schedule F; none	00 00
Unsecured debts, as per schedule G	35,486 43
Contingent debts and accommodation paper, as per schedule H	1,300 00
Total debts	36,814 84

635 SCEDULE E.—PREFERRED DEBTS.

Chas. F. Nehls	$18 41
Jacob Rasenstack	10 00
	28 41

SHEDULE G.—UNSECURED DEBTS.

19.	Heniman, Butzel & Co., Detroit	$1,177 13
8.	Schloss Bros. & Simon, Detroit	750 00
7.	Abraham C. Schloss, Detroit	824 75
34.	I. Kauffman, Detroit	204 00
23.	U. Levi & Co., Rochester, N. Y	5,385 00
5.	Cauffman & Dinkelspeil, Rochester, N. Y	853 00
42.	Oppenhimer, Hays & Co., Rochester, N. Y	178 00
3.	Strauss, Moore & Biers, Rochester, N. Y	798 00
12.	Wm. Sloman & Son, Rochester, N. Y	918 75
10.	H. Michaels & Co., Rochester, N. Y	3,035 25
24.	A. Stern & Co., Rochester, N. Y	476 88
6.	James McDonald & Co., Rochester, N. Y	2,213 25
32.	J. A. Breitenstall, Rochester, N. Y	72 00
16.	Rindskopf Bros., New York City	2,799 00
30.	Rindskopf Bros., New York City	77 75
44.	D. H. Goodman & Sons, New York City	1,096 75
18.	Rothschild Bros., & Gutman, New York City	845 00
45.	L. Sinsheimer, New York City	344 75
47.	S. W. H. Ward's Sons, New York City	175 00
	M. J. Weil & Bros., New York City	308 87
1.	Marie Bros. & Co., New York City	1,892 00
	Schwartz & Jakowski, New York City	319 00
46.	Moses S. Heiman & Co., New York City	162 00
11.	D. L. Newberg & Bros., New York City	140 00
	L. Luerenson & Co., New York City	1,240 20
	Carried forward	26,287 57

636 This debt is due on note dated May 23, 1877, payable at six months, supposed to still be held by above creditor. It was payable to said creditor or order.

Amount forward	$26,287 57
Hiram Exstein & Co., Buffalo, N. Y	294 00

	Wm. Herbst, Milwaukee, Wis	252 60
15.	Knowles Leland & Co., Boston, Mass	264 00
	I. Linkenstein, Chicago, Ill	373 00
33.	Samuel Lickerman & Co., Chicago, Ill	623 00
	Davis & Co., Troy, N. Y	85 35
	Merrill & Palmer, Detroit	1,000 00
2.	Moses Hess, Cincinnati, O	1,361 75
39.	Sigmund Rothschild, Detroit	5,145 16

Or five promissory notes given by firm of Schott & Feibish for $1,263.50, $1,263.50, $1,218.16, $650, and $750, due August 23, Sept. 23, Sept. 13, Aug. 23, and Sept. 15, 1877, respectively.

$3,586.43.

SCHEDULE H.

Sigmund Rothschild, Detroit	1,300 00

UNITED STATES OF AMERICA,
Eastern District of Michigan:

We, Samuel Schott and Philip Feibish, do hereby make solemn oath that the foregoing three sheets of paper constitute a full statement of all the assets and debts of said Schott and Feibish, and the names and addresses of creditors to whom such debts respectively are due.

SAMUEL SCHOTT.
PHILIP FEIBISH.

Subscribed and sworn to before me this 23rd of October, A. D. 1877.

HOVEY K. CLARK,
Register in Bankruptcy.

Filed October 23rd, 1877.

CLARKE, *Reg.*

637 EXHIBIT B, 2.—NOV. 6, 1887.

In the district court of the United States for the eastern district of Michigan.

IN THE MAT'ER OF
SAMUEL SCHOTT AND MAX SCHOTT & SAMUEL Schott & Philip Feibish, co-partners as Schott & Feibish, bankrupts. } In bankruptcy.

Statement showing the whole of the individual assets and debts of Samuel Schott, one of the above bankrupts, and the names and addresses of the creditors to whom such debts respectively are due, on the 23rd day of October, 1877. "C."

ASSETS.

Cash on hand; none whatever	$00 00
Stock & fixtures	00 00
Promissory notes & bills of exchange, as per schedule A	00 00

Open accounts, as per schedule B	00 00
Real estate & interests therein, as per schedule C	00 00
Miscellaneous assets, as per schedule D, of the value of	1,250 00
Total assets	1,250 00

DEBTS.

Preferred debts, as per Schedule E, none whatever	$00 00
Secured debts, as per Schedule F " "	00 00
Unsecured debts, as per Schedule F " "	00 00
Contingent debts & accommodation paper, as per Schedule H, none whatever	00 00
Total debts, none whatever	00 00

SCHEDULE D.—MISCELLANEOUS ASSETS.

	Furniture:	
	One parlor set	150 00
638	1 sitting-room set	$100 00
	1 bedroom set	150 00
	" " "	100 00
	Carpets	300 00
	Stove & furniture	75 00
	Beds, bedding, miscellaneous articles of furniture	325 00
		1,200 00
	Wearing apparel of the value of	50 00
		1,250 00

UNITED STATES OF AMERICA,
For the Eastern District of Michigan, ss:

I, Samuel Schott, do hereby make solemn oath that the foregoing two sheets of paper constitute a full statement of all my individual assets and debts and the names and addresses of the creditors to whom such debts respectively are due.

SAMUEL SCHOTT.

Subscribed and sworn to before me this 25th day of October, A. D. 1877.

HOVEY K. CLARKE,
Register in Bankruptcy.

Filed October 23rd, 1877, at 11 a. m.

CLARKE, *Reg.*

639 EXHIBIT B. 3—NOV. 6, 1877.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT & MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott & Feibish, bankrupts.	In bankruptcy.

Statement showing the whole of the individual assets and debts of Philip Feibish, one of the above bankrupts, and the names and addresses of the creditors to whom such debts respectively are due, on the 23d day of October, 1877. "C."

ASSETS.

Cash on hand	$00 25
Stock & fixtures, none whatever	00 00
Promissory notes & bills of exchange, as per Schedule A	00 00
Open accounts, as per Schedule B	00 00
Real estate & interests therein, as per Schedule C	00 00
Miscellaneous assets, as per Schedule D	1,450 00
Total assets	1,450 25

DEBTS.

Preferred debts, as per Schedule E, none whatever	00 00
Secured debts, as per Schedule F " "	00 00
Unsecured debts, as per Schedule G	75 00
Contingent debts & accommodation paper, as per Schedule H	00 00
Total debts	75 00

640 SCHEDULE D.—MISCELLANEOUS ASSETS.

Furniture, &c.:	
1 parlor set, value of	$125 00
1 sitting-room set	100 00
1 dining-room set	50 00
Kitchen furniture & crockery	50 00
2 bed-room sets	200 00
Carpets	200 00
1 mirror	75 00
1 table	15 00
Hat rack & other articles of furniture, beds & bedding, &c	385 00
	1,200 00
Wearing apparel, value of	50 00
1 watch & chain	200 00
	1,450 00

SCHEDULE G.

David Congdon, Detroit	$12 50
Hugo Hill, Detroit	7 50
Herman Kiefer, Detroit	25 00
T. A. McGraw, Detroit	30 00
	75 00

United States of America,
Eastern District of Michigan:

I, Philip Feibish, do hereby make solemn oath that the foregoing two sheets of pap*p*er constitute a full statement of all my individual assets and debts, and the names of the creditors to whom such debts respectively are due.

P. FEIBISH.

Subscribed to and sworn before me this 23rd day of October, A. D. 1877.

HOVEY K. CLARK,
Register in Bankruptcy.

Filed Oct. 23rd, 1877, 11 a. m.

CLARKE, *Regg.*

641 Exhibit C, Nov. 6, 1877.—Schedule B.

In the district court of the United States for the eastern district of Michigan.

In the matter of
Samuel Schott & Max Schott, copartners as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott and Feibish, bankrupts. } In bankruptcy.

We, Samuel Schott and Philip Feibish, two of the debtors above named, being unable to pay our debts in full, d*ue* hereby, pursuant to the provisions of the acts of Congress relating to bankruptcy, and subject to the priorities therein declared, propose a composition to our creditors of thirty-five cents on the dollar of the debts due from us to them respectively, to be paid in money, at the times hereinafter stated, and to be evidenced and secured in manner following; that is to say, in cash, in four equal instalments, in three (3), six (6), nine (9), and twelve (12) months from the date when the court shall order that the resolution of the creditors accepting this composition be herein recorded; to be evidenced by the promissory notes of Schott and Feibish, of the date aforesaid, and payable as aforesaid, endorsed by Sigmund Rothschild, of Detroit, Wayne County, Michigan. All debts for the purposes of this composition shall be computed up to September 14th, A. D. 1877 (the date of commencement of proceedings herein). Said notes shall be sent, post paid, to each creditor within fifteen days from their said date, or shall be delivered personally

to said creditors: Provided, that in cases where the compromise is less
than thirty dollars it may be permitted us, the said debtors, to av-
642 erage the said four instalments after the custom of merchants, and
make and deliver such creditors a less number of notes than three
for said compromise. We to pay the cost of these proceedings in con-
junction with Schott and Co., and shall pay all debts having priority
under the bankrupt law in force.

SAMUEL SCHOTT.
PHILIP FEIBISH.

Resolution accepting Composition D.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & PHILIP FEIBISH, COPARTas Schoot & Feibish, & Samuel Schott & Max Schott, copartners as Schott & Co., bankrupts. } In bankruptcy.

Resolved, That the composition proposed by the above-named debtors, Samuel Schott and Philip Feibish, to their creditors, at a meeting of such creditors, held under the direction of the court on this 23rd day of October, A. D. 1877, before the Hon. Hovey K. Clarke, one of the registers in bankruptcy for said district, be, and the same is hereby, accepted by such creditors in satisfaction of the debts due to them from such debtors.

643 EXHIBIT D.—NOV. 6, 1877.

Confirmation of Resolution F.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott & Feibish, bankrupts. } In bankruptcy.

At a meeting of creditors duly called for that purpose, under the direction of the court and held befor' the register in bankruptcy at Detroit, in said district, the above-named debtors, Samuel Schott and Philip Feibish have proposed a composition with their creditors of thirty-five cents on the dollar of the debts due them respectively, payable in money at the time and in the manner stated in said proposition, and a resolution accepting such proposed composition in satisfaction of the debts due from said debtors, Samuel Schott and Philip Feibish, having been duly passed by the requisite number and value of creditors assembled at such meeting: Now, therefore, Samuel Schott and Philip Feibish, the debtors above named, and we, the undersigned, creditors of said debtors, for the purpose of making the same operative and binding, do hereby by our respective signatures in all respects confirm the said resolution.

SAMUEL SCHOTT.
P. FEIBISH.

Signature of creditors.	Residence.	Am't of proof.
James McDonell & Co., by Henry M. Duffield	Rochester, N. Y	$2,213 25
Isadoe Kauffman	Detroit	204 00
Schloss Bros. & Simon	Detroit	750 00
644 Moses Hess, by Martin Butzel	Cincinnati, O	1,361 75
Strauss, Moore & Biers	Rochester, N. Y	798 00
Cauffman Dinkelspeil, by Martin Butzel	Rochester, N. Y	853 00
H. Michaels & Co., by Martin Butzel	Rochester, N. Y	3,335 25
J. M. Sloman & Son, by Martin Butzel	Rochester, N. Y	918 75
L. Lowenstein, by Henry M. Duffield, att'y	Chicago, Ill	861 50
I. S. Young & Co., by Martin Burzel	New York	449 96
Hineman & Butzel & Co	Detroit	1,177 13
Nathen Levi & Co., by Martin Butzel	Rochester, N. Y	5,385 00
A. Stern & Co., by Martin Butzel	Rochester, N. Y	476 88
J. A. Britenstool, by Martin Butzel	Rochester, N. Y	72 00
Abraham Schloss	Detroit	824 75
D. H. Newberry & Bro., by Goe. S. Hasmer	New York City	140 00
Rindskaff Bros. & Co., by Geo. S. Hasmer	New York City	2,799 26
Rothschild & Gutman, by Geo. S. Hasmer	New York City	847 75
Rindkaff Bros., by Geo. S. Hasmer	New York City	77 75
Samuel Lickerman & Co., by Geo. S. Hasmer	Chicago, Ill	623 00
Sigmund Rothschild, by Geo. S. Hasmer	Detroit	4,396 71
L. Sinsheimer, by Martin Butzel	New York	344 75
Oppenheimer, Hays & Co., by Martin Butzel	Rochester, N. Y	178 50
D. H. Goodman & Bros., by Geo. S. Hasmer	New York	1,096 75
Meyer Bros. & Co., by Griffin & Dickenson	New York	1,892 05
645 Moses S. Herman & Co., by Geo. S. Hasmer	New York	162 00
S. W. H. Ward's Sons, by Geo. S. Hasmer	New York	175 00
		32,114 74

Subscribed in my presence.

HOVEY K. CLARKE,
Register in Bankruptcy.

646 EXHIBIT B B 1.—NOV. 6, 1877.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott & Feibish, bankrupts. } In bankruptcy.

Statement showing the whole of the partnership assets and debts of Schott and Co., the above-named bankrupts, and the names and addresses of the creditors to whom such debts respectively are due, on the 23rd day of October, 1877. "C."

ASSETS.

Cash on hand	$40 00
Stock and fixtures, as per inventory, $5,150.00, valued at	4,150 00
Promissory notes & bills of exchange, as per Schedule A	00 00

Open accounts, as per Exhibit A to original Schedule B	150	00
Real estate and interests therein, as per Schedule C	00	00
Miscellaneous assets, as per Schedule D	00	00
Total assets	4, 340	00

DEBTS.

Preferred debts, as per Schedule E	$216	50
Secured debts, as per Schedule F	00	00
Unsecured debts, as per Schedule G	10, 087	53
Contingent debts & accommodation paper, as per Schedule H,	575	30
Total debts	10, 879	33

647

Schedule S.

Referred to in annexed statement of Schott and Co., and containing a true statement of the names and addresses of the creditors of said Schott and Co., the amount due to each creditor, the dates of notes, and bills and particulars in relation thereto.

Schedule E.

County of Saginaw, Mich.	Taxes, treasurer Sag. Co., Mich.	$25	00
City of East Saginaw.	“ treasurer city of E. Saginaw,	125	00
Nathan Schott, clerk E. Saginaw, services		50	00
Peter St. Marie, clerk E. Saginaw, services		16	50
		216	50

Schedule G.

29.	Nathen Schott, clerk, services	E. Saginaw, Mich		$58	10
20.	Hineman, Butzel & Co	Detroit,	m'd'ze	898	62
35.	I. Kauffman	“	“	235	47
22.	N. Levy & Co	Rochester, N. Y.	“	717	25
4.	Cauffman & Dinkelspeil	“ “ “	“	785	50
38.	Rice & Wolf	“ “	“	268	50
31.	J. Bretenstool	“ “	“	63	80
13.	I. M. Sloman & Son	“ “	“	338	50
9.	Jettles, Seligman & Co	“ “	“	54	75
17.	Rindskapf Bros. & Co	New York,	“	360	75
	H. Wallachs & Sons, receiver of Cahm, Solomon & Freiberg	New York		166	00
21.	J. Lagentry & Co	New York,	m'd'ze	151	50
	J. S. Young & Co	“ “	“	449	96
40.	Mrs. H. Lichtenburg	E. Saginaw,	money loaned	450	00
	Second Nat. Bank	“	“ “	1, 200	00
26.	Sweet, Dempster & Co	Chicago, Ill.,	m'd'ze	476	12
41.	Eisenstadt Bros	“ “	“	217	39
25.	L. Lowenstein	“ “	“	395	00

36.	Adler, Mandel & Co	Milwaukee, Wis.,	"	1,066 50
43.	Harris & Sehrin	Cleveland, O.,	"	158 50
	Hadley, Folsom & Martin	Boston, Mass.,	"	357 65
648	Davis & Co	Troy, N. Y.,	m'd'ze	$104 25
37.	Martin Maier	Detroit,	"	117 22
27.	Isaac Mendelsohn	"	"	500 00
28.	Herman Ratzek	"	m'd'ze	496 20
				10,087 53

SCHEDULE F.

Second Nat. Bank	East Saginaw	$575 30

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

We, Samuel Schott and Max Schott, do hereby make solemn oath that the foregoing two sheets of paper constitute a full statement of the assets and debts of these deponents, copartners as Schott & Co., and the names and addresses of the several creditors to whom such debts, respectively, are due.

SAMUEL SCHOTT.
MAX SCHOTT.

Subscribed and sworn to before me, this 23rd day of October, A. D. 1877.

HOVEY K. CLARKE,
Register in Bankruptcy.

Filed October 23rd, 1877, at 11 a. m.

CLARKE, *Register.*

649 EXHIBIT B B 2.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT AND MAX SCHOTT, copartners as Schott & Co., & Samuel Schott & Philip Feibish, copartners as Schott & Feibish, bankrupts. } In bankruptcy.

Statement showing the whole of the individual assets and debts of Max Schott, one of the above bankrupts, and the names and addresses of the creditors to whom such debts respectively are due on the 23rd day of October, 1877.
"C."

ASSETS.

Cash on hand	$00 00
Stock & fixtures, none whatever	00 00
Promissory notes & bills of exchange as per Schedule A	00 00

Open accounts, as per Schedule B	00 00
Real estate and interests therein, as per Schedule C, of value of	1,500 00
Miscellaneous assets, as per Schedule D	1,030 00
Total assets	2,530 00

DEBTS.

Preferred debts, as per Schedule E, to the am't of	$45 00
Secured debts, as per Schedule F	00 00
Unsecured debts, as per Schedule G	00 00
Contingent debts & accom'odation paper, as per Schedule H	00 00
Total debts	45 00

SCHEDULE C.

REAL ESTATE & INTEREST THEREIN.

Petitioner owns in fee simple lot 9, block 79, Hay's addition to
650 city of East Saginaw, situate in East Saginaw, Saginaw County,
Mich., valued by petitioner at $1,500.00.

SCHEDULE D—MISCELLANEOUS ASSETS.

Furniture, &c.:	
1 parlor set, valued at	$100 00
1 bed-room set	250 00
" " "	100 00
Carpets & sitting-room furniture	100 00
Dining-room furniture	75 00
Kitchen furniture & stoves	75 00
Sewing machine	75 00
Bed & bedding & miscellaneous articles	225 00
	1,000 00
Wearing apperal	25 00
Pictures	5 00
	1,030 00

SCHEDULE E.

Preferred debts:	
City of East Saginaw, taxes	35 00
State of Michigan & Saginaw Co	10 00
	45 00

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

I, Max Schott, do make solemn oath that the foregoing two sheets of paper constitute a full statement of all my individual assets and debts and the names of the creditors to whom such debts respectively are due.

MAX SCHOTT.

Subscribed and sworn to before me this 23rd day of October, A. D. 1877.

HOVEY K. CLARKE,
Register in Bankruptcy.

Filed October 23rd, 1877, at 11 a. m.

CLARKE, *Reg.*

651 EXHIBIT C. C.—SCHEDULE B.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT AND MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott & Phillip Feibish, copartners as Schott & Feibish, bankrupts. } In bankruptcy.

We, Samuel Schott and Max Schott, the debtors above named, being unable to pay our debts in full, do hereby, pursuant to the provisions of the acts of Congress relating to bankruptcy, and subject to the priorities therein declared, propose a composition to our creditors of thirty-five cents on the dollar of the debts due from us to them respectively, to be paid in money at the times hereinafter stated, and to be evidenced and secured in manner following, that is to say: In cash in four equal instalments in three (3) six (6) nine (9) and twelve (12) months from date, when the court shall order that the resolution of creditors accepting this composition be recorded; to be evidenced by the promissory notes of Schott and Co., of the date aforesaid, and payable as aforesaid, endorsed by Sigmund Rothschild, of Detroit, Wayne County, Mich. All debts for the purposes of this composition shall be computed up to Sept. 14th, A. D. 1877, the date of commencement of proceedings herein. Said notes shall be sent post paid to each creditor within fifteen days from the said date, or shall be delivered personally to said creditors. Provided, that in cases where the compromise is less than thirty dollars it may be permitted us, the said debtors, to average the said four instalments after the custom of merchants, and make and deliver such creditors a less number of notes than three for said compromise. We to pay the costs of
652 these proceedings in conjunction with Schott and Feibish, and shall pay all debts having priority under the bankrupt law in force.

SAMUEL SCHOTT.
MAX SCHOTT.

653 *Resolution accepting composition D.*

In the district court of the United States in the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT AND MAX Schott, COPARTNERS as Schott & Co., & Samuel Schott & Phillip Feibish, copartners as Schott & Feibish, bankrupts.
} In bankruptcy.

Resolved, That the composition proposed by the above-named debtors, Samuel Schott and Max Schott, to their creditors, at a meeting of such creditors, held under the direction of the court, on this 23rd day of October, A. D. 1877, before the Hon. Hovey K. Clarke, one of the registers in bankruptcy for said district, be, and the same is hereby, accepted by such creditors in satisfaction of the debts due to them from such debtors.

654 EXHIBIT D D.

Confirmation of resolution F.

In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & MAX SCHOTT, COPARTNERS as Schott & Co., & Samuel Schott, & Philip Feibish, copartners as Schott & Feibish, bankrupts.
} In bankruptcy.

At a meeting of creditors duly called for that purpose under the direction of the court, and held before the register in bankruptcy at Detroit, in said district, the above-named debtors, Samuel Schott & Max Schott, having proposed a composition with their creditors of thirty-five cents on the dollar of the debts due to them respectively, payable in money at the times and in the manner stated in said proposition, and a resolution accepting such proposed composition in satisfaction of the debts due from said debtors having been duly passed by the requisite number and value of creditors assembled at such meeting: Now, therefore, we, Samuel Schott and Max Schott, the debtors above named, adu we, the undersigned, creditors of the said debtors for the purpose of making the same operative and binding, do hereby by our respective signatures in all respects confirm the said resolution.

SAMUEL SCHOTT.
MAX SCHOTT.

Signature of creditors.	Residence.	Am't of proof.
Cauffman & Dinkelspeil, by Martin Butzel	Rochester, N. Y	$785 50
Jettles & Seligman & Co., by Martin Butzel	" "	54 75
J. M. Sloman & Sons, by Martin Butzel	" "	338 50
655 Hineman, Butzel & Co	Detroit	$898 62
Isador Kauffman	"	234 37
Nathen Levi & Co., by Martin Butzel	Rochester, N. Y	717 25
J. A. Breitenstool, by Martin Butzel	" "	68 00
Martin Maier, by Martin Butzel	Detroit	117 22
Rice & Wolf, by Martin Butzel	Rochester, N. Y	269 76
Isaac Mendelson, by Seligman Schloss	Detroit	500 00
Herman Ratzek, by Seligman Schloss	Detroit	496 90
Rindskopf Bros. & Co, by Geo. S. Mosmer	New York City	360 75
Eisenstadt Bros., by Geo. S. Mosmer	Chicago, Ill	217 39
Nathan Schott, by Griffin & Dickinson, att'y	East Saginaw, Mich	108 10
Hindel Litchenberg, by Griffin & Dickinson, att'ys	East Saginaw, Mich	450 00
L. Lowenstein, by Henry M. Duffield, att'y	Chicago, Ill	868 75
Blarris & Shirer, by Martin Butzel	Cleveland, O	158 50

656 District court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT AND PHILLIP FEIBISH, copartners as Schott & Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co., bankrupts. } No. 1216. In bankruptcy.

At Detroit, in said district, on the 27th day of September, A. D. 1877, before me, Hovey K. Clarke, register in bankruptcy.

Tuesday, the 23rd day of October next, at ten o'clock a. m., and at room No. 53 Seitz Buildings, Griswold and Congress streets, in the city of Detroit, are hereby fixed as the time and place to proceed upon the order of reference entered on the 21st day of September inst. to consider a composition then and there to be proposed by said bankrupts in satisfaction of their debts in accordance with the provisions of sec. 5103 of the Revised Statutes of the United States as awarded by sec. 17 of the act of Congress, approved June 22, 1874.

HOVEY K. CLARKE,
Reg. in Bankruptcy.

657 In the district court of the United States for the eastern district of Michigan.

IN THE MATTER OF SAMUEL SCHOTT & PHILLIP FEIBISH, COPARTNERS as Schott & Feibish, and Samuel Schott and Max Schott, copartners as Schott & Co., bankrupts. } In bankruptcy.

Statement of register's fees.

Docket fee on filing and entry of general order of reference Schott & Feibish	$5 00

Docket fee on filing and entry of general order of reference Schott & Feibish	$5 00
Examin'g and certifying to correctness of petition and schedules	00 00
Order of adjudication, $1, and copy for clerk, 2 fols., 20 cts	1 20
Warrant to marshal	2 00
Orders for comp., general meeting creditors, $1 each. Copy of each order 2 fols., 20 cts. each	1 20
Attending general meetings of creditors 1st, 1 day; special order under Sec. 5103, 1 day; 2 days, at $3 each	6 00
Inserting notice of composition meeting in 2 newspapers, at 50 cts. each	1 00
Notice of comp. meeting to 56 creditors, 15 cts. each	8 40
Per diem on special reference of bankrupt's petition for comp. meeting, 1 day to make order, 1 day in chambers on return day, and 1 day examining and certifying proceedings, 3 days at $5 each	15 00
Examination of witnesses, 7 fols., at 20 cts	1 40
Carrried forward	46 20

658 Brought forward	$46 20
Affidavits of bankrupt's witnesses, 1 at 25 cts. ea	6 50
Memorandums to clerk, 3 of 1 fol. ea	30
Memorandums to clerk, 1 of 2 fols. ea	20
Filing 16 papers, not previously filed by the clerk, at 10 cts. ea.	1 60
Paid for notice in Tribune	2 35
“ “ “ “ “	2 35
	59 50

HOVEY K. CLARKE,
Register in Bankruptcy.

659 *List of creditors of Schott & Feibish.*

Rindskopf Bros	New York City	4,381 63
M. J. Weil & Bro	“ “ “	1,628 75
S. W. H. Wards Sons	“ “ “	205 00
D. H. Goodman & Bro	“ “ “	977 25
L. Linzheimer	“ “ “	1,159 25
Rindskopf Bros. & Co	“ “ “	45 00
C. & O. Werner	“ “ “	1,113 25
Lippmauer, Breun & Co	“ “ “	566 25
N. Hellman & Co	“ “ “	351 60
S. H. Emanuel & Co	“ “ “	267 62
Straus, Moore & Bier	Rochester, N. Y	2,146 50
Jas. McDonnell & Co	“ “	1,170 25
Cauffman & Dinkenspiel	“ “	3,407 63
Nathan Levi & Co	“ “	6,474 25
Michaels & Co	“ “	4,452 50
Kalb, Rosenburg & Co	“ “	981 00
Oppenheimer, Hays & Co	“ “	3,177 59

A. Stern & Co.	" "	807	10
J. M. Sloman & Son	" "	3,050	75
Jettles & Leseritz	" "	118	63
Hawley, Folsom & Martin	Boston, Mass.	2,432	80
William Herdst	Milwaukee, Wis.	285	75
S. Mauer Austrian & Co.	Cleveland, Ohio	1,902	33
Deshecker & Black	Buffalo, N. Y.	347	60
Hiram Ezstein & Co.	" "	803	97
Deshecker & Weil	" "	894	00
Eisenstadt Bros.	Chicago, Ill.	67	30
Dakohn & Bros.	" "	1,081	50
Hirock, Mayer & Co.	" "	699	75
Samuel Lieberman & Co.	" "	211	00
Huestis & Dusenberger	Troy, New York	131	20
Isadore Kauffman	Detroit, Mich.	436	50
Schloss Bros. & Simon Adolph Freund, assignee	" "	44	50
Emanuel Lieberman	" "	113	50
Charles F. Nehls	" "	117	78
Jacob Rosenstock	" "	15	00
City of Detroit (receiver of tax)		47	00
Contingent liabilities on four notes of Fred. Schott $1,000.00 each endorsed, two to Heineman, Butzel & Co., and two to Sigmund Rothschild		4,000	00

Said alleged bankrupts are also liable on composition notes as stated in following sheet of paper, Exhibit A.

660 EXHIBIT A.

Rindskopf Bros. & Co. (3), 244.94, N. Y. City	734	82
R. W. H. Ward & Sons (3), 15.82, N. Y. City	47	46
S. Lieberman & Co. (3), 55.28, Chicago	165	84
Oppenheimer, Hays & Co. (3), 15.82, Rochester	47	46
H. Michaels & Co. (3), 273.74, "	821	22
Straus, Moore & Bier (3), 71.25 "	213	75
J. A. Breitenstool, "	25	25
L. Loewenstein & Co. (3), 108.02, Chicago	325	56
Rindskopf Bros. & Co., N. Y. City	28	64
Knowles, Leland & Co. (3), 23.54, Boston	70	62
Rothschild Bros. & Co. (3), 74.95, Detroit	224	85
Cauffman & Dinkenspiel (3), 75.27, Rochester	225	81
Misrell & Palmer, (3), 90.29, Detroit	270	87
Davis & Co., Troy	22	22
J. McDonnell & Co. (3), 194.16, Rochester	582	48
N. Levy & Co. (3), 458.06 "	1,374	18
	5,181	03

661 In the district court of the United States for 'he eastern district of Michigan.

IN THE MATTER OF
SAMUEL SCHOTT & MAX SCHOTT, ALLEGED bankrupts, } In bankruptcy.

EASTERN DISTRICT OF MICHIGAN, *ss:*

Samuel Schott, being duly sworn, says he is one of the alleged bankrupts above named; that hereto attached, and marked "Exhibit A," is a true list of all the creditors of said Samuel Schott & Phillip Feibish, together with their several addresses and the amount due each, respectively. Tha' the same is contained in two she'ts of paper, the first of which contains a list of those creditors whose debts have been incurred since the pending of the resolution of creditors accepting a composition in the matter of Samuel Schott & Phillip Feibish, 1st case; and that the second sheet contains a list of the debts due on account of said composition or the amounts of composition notes still outstanding and unpaid.

SAMUEL SCHOTT.

Subscribed and sworn to before me this 25th day of March, A. D. 1878.

HENRY T. THURBER,
Notary Public, Wayne Co., Mich.

Filed March 25th at 10 a. m.

JNO. GRAVES,
Dep'y Clerk.

662 EXHIBIT 2.

SCHOTT & FEIBISH.

1879.				1877.			
Nov.	21	To overcharge	54 00	Nov.	14	By m'd'se	2,673 40
	22	" notes	2,799 90		15	"	180 50
Decemb.	20	"	4,241 19		19	"	1,443 15
"	22	"	388 15		20	"	128 75
1878.							
Jan'y	22	"	738 00		21	"	147 65
"	25	"	339 00		"	"	75 90
February	"	"	281 55		22	"	253 65
					26	"	1,149 14
					27	"	677 65
					28	"	320 40
					"	"	39 75
				Decemb.	1	"	112 75
				"	4	"	127 90
				"	14	"	107 75
				1878.			
				Jan.	14	cash	225
				"	15	m'd'se	114
				"	15	10 pr. % on 7,380.20	738 00
				February	7	M'd'se	281 55
			8,841 79				8,841 79
February	26	To note	405 75	Feb. 12 & 20		By m'd'se	405 75
				May	2	" "	251 00

663

Exhibit 3.

$300.00.] East Saginaw, *Dec. 2nd*, 1877.

Three months after date I promise to pay to the order of myself three hundred dollars, at the Second Nat. Bank, value received, with interest at the rate of per cent. per annum. Due M'ch 2–5.

Signature torn out.

(Stamped:) Second National Bank, East Saginaw. Paid Mar. 5, 1878.

(Endorsed:) Max Schott, Sigmund Rothschild, Rothschild & Bro.

Pay to the order of J. F. Boynton, cas., for collection for account of American Nat'l Bank, Detroit.

GEO. B. SARTWELL, *Cashier.*

Exhibit 3.

Exhibit 4.

$741.19.] East Saginaw, *Dec. 5th*, 1877.

Five months after date I promise to pay to the order of myself seven hundred anf forty-one $\frac{19}{100}$ dollars, at the Second Nat. Bank, value received, with interest at the rate of per cent. per annum.

Due May 5–8.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, May 8, 1878. Paid.

(Endorsed:) Max Schott, Rothschild & Bro.

Pay to the order of J. F. Boynton, cas., for collection for account of American Nat'l Bank, Detroit.

GEO. B. SATRWELL, *Cashier.*

Exhibit 4.

Exhibit 4½.

$500.00.] East Saginaw, *Dec. 5th*, 1877.

Four months after date I promise to pay to the order of myself five hundred dollars, value received, with interest at the rate of per cent. per annum.

Due April 5–8.

Signature torn out.

(Stamped:) Second Nat'l Bank, Apr. 8, 1878, East Saginaw. Paid.

(Endorsed:) Max Schott, Rothschild Bros., Sigmund Rothschild.

Pay to the order of J. N. Boynton, cas., for collection for the
664 American Nat'l Bank, Detroit.

GEO. B. SARTWELL, *Cashier.*

Drawn $250.00.

Exhibit 4½.

Exhibit 5.

$300.00.] East Saginaw, *Dec. 8th*, 1877.

Three months after date I promise to pay to the order of myself three hundred dollars, at the Second National Bank, value received, with interest at the rate of per cent. per annum.

Due March 8–11.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, Mar. 8–11, 1878. Paid.

(Endorsed:) Max Schott, Sigmund Rothschild, Rothschild & Bros.

Pay to the order of J. F. Boynton, cas., for collection for account of American Nat'l Bank, Detroit.

GEO. B. SARTWELL, *Cashier*.

Exhibit 5.

Exhibit 6.

$500.00.] East Saginaw, *Dec.* 12*th*, 1877.

Four months after date I promise to pay to the order of myself five hundred dollars, at the Second National Bank, value received, with interest at the rate of per cent. per annum.

Due April 12–15.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, Apr. 15, 1878. Paid.

(Endorsed:) Max Schott, Rothschild Bros., Sigmund Rothschild.

Pay to the order of J. F. Boynton, cas., for collection for ac'ount of American Nat'l Bank, Detroit.

GEO. B. SARTWELL, *Cashier*.

Exhibit 6.

Exhibit 7.

$300.00.] East Saginaw, *Dec.* 15*th*, 1877.

Three months after date I promise to pay to the order of myself three hundred dollars, at the Second National Bank, value received, with interest at the rate of per cent. per annum.

Due March 15–18.

Signature torn out.

665 (Endorsed:) Max Schott, Sigmund Rothschild, Rothschild & Bro.

Pay to the order of J. F. Boynton, cas., for collection for account of American Nat'l Bank.

GEO. B. SARTWELL, *Cashier*.

Exhibit 7.

Exhibit 8.

$500.00.] East Saginaw, *Dec.* 19*th*, 1877.

Four months after date I promise to pay to the order of myself five hundred dollars, at the Second Nat. Bank, value received, with interest at the rate of per cent. per annum.

Due April 22nd.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, Apr. 22, 1878. Paid.

(Endorsed:) Max Schott.

Pay to the order of cashier Second Nat'l Bank for collection for acc't of Rothschild Bros., Detroit, Mich.

Exhibit 8.

EXHIBIT 9.

$300.00.] East Saginaw, *Dec. 22nd*, 1877.

Three months after date I promise to pay to the order of myself three hundred dollars, at the Second Nat. Bank, value received, with interest at the rate of per cent. per annum.

Due March 22–25.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, Mar. 25, 1878. Paid.

(Endorsed:) Max Schott, Sigmund Rothschild, Rothschild & Bro.

Pay to the order of J. F. Boynton, cas., for collection for account of American Nat'l Bank, Detroit.

GEO. B. SARTWELL, *Cashier*.

Exhibit 9.

EXHIBIT 10.

$500.00.] East Saginaw, *Dec. 26th*, 1877.

Four months after date I promise to pay to the order of myself five hundred dollars at the Second National Bank, value received, with interest at the rate of per cent. per annum.

666 Due April 26–29.

Signature torn out.

(Stamped:) Second Nat'l Bank, East Saginaw, Apr. 29, 1878. Paid.

(Endorsed:) Max Schott.

Pay to the order of cashier Second Nat'l Bank for collection for acc't of Rothschild & Bro., Detroit, Mich.

Exhibit 10.

667 EXHIBIT 11.

Detroit, Mich., *March 2nd*, 1878.

Mr. Max Schott, bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

2,000	collars, 8.00	16 00
10	doz. overalls, 5.00	50 00
1	" pants	19 00
		$85 00

Exhibit 11.

EXHIBIT 12.

2,000	collars, 17.00	34 00
2,000	" 18.00	36 00
3	doz. susp., 5.00	15 00

Cartage	25
1 " socks	1 75
	$87 00

Exhibit 12.

Exhibit 13.

Detroit, Mich., *March 7th*, 1878.

Mr. Max Schott, bought of Schott, & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

5 doz. cott. pants, 9.00	45 00
5 " socks, 2.00	10 00
5 " " 80	4 00
3 " shirts, 6.00	18 00
1 " socks	1 75
Cartage	25
	$79 00

Exhibit 13.

668

Exhibit 14.

Detroit, Mich., *Febr'y 20th*, 1878.

Mr. Max Schott, East Saginaw, bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

612.	2 doz. pts., 12.00	24 00
1250.	2 o'coats, 6.00	12 00
	2 overcoats, 5.00	10 00
930.	2 pts., 9.00	18 00
950.	2 " 12.	24 00
835.	2 " 9.00	18 00
	3 doz. socks, 3.50	7 50
	3 " " 1.50	4 50
	Cartage	25
		$118 25

Exhibit 14.

Exhibit 15.

Detroit, Mich., *Febr'y 16th*, 1878.

Mr. Max Schott, East Saginaw, bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

10 doz. c. socks, 3.25	32 50
6 " overalls, 5.00	30 00
3 " jumbers, 5.00	15 00
Cartage	25
	$77 75

Exhibit 15.

672——24

EXHIBIT 16.

DETROIT, MICH., *Febr'y 12th*, 1878.

Mr. Max Schott, East Saginaw, bought of Schott & Feibish, wholesale dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

1331.	5	o'c., 13.00	65 00
470.	13	" 8.25	107 25
782.	2	doz. pts., 9.00	18 00
	6	" c. socks, 3.25	19 50
			$209 75

Exhibit 16.

669

EXHIBIT 17.

DETROIT, MICH., *Feb'y 7th*, 1878.

Mr. Max Schott bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

45.	6	doz. calico shirts, 5.00	36 00
8.	1	" dressing do.	9 00
A.	1½	" " " 18.00	27 00
613.	6	" susp'd'rs, 2.25	13 50
853.	5	" " 1.70	8 50
980.	2	" " 3.00	6 00
770.	1½	" " 6.00	9 00
T 4.	1½	" " 6.00	9 00
T 10.	1½	" " 6.00	9 00
119.	6	" socks, 2.50	15 00
3473.	4	" " 3.50	14 00
900.	4	" " 1.00	4 00
80.	2	" " 75	1 50
90.	5	" " 75	3 75
400.	6	" " 1.10	6 60
65.	6	" " 85	5 10
	6	" Canada " 3.25	19 50
622.	3	shirts, 13.50	40 50
	2,600	captain collars, 17.00	44 20
Drayage			40
			$281 55

Exhibit 17.

670

EXHIBIT 18.

DETROIT, MICH., *January 14th*, 1878.

Mr. Max Schott, East Saginaw, bought of Schott & Feibish, wholesale and retail dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

3127.	4	sc'ool suits, 5.50	22 00
557.	6	" " 3.50	21 00

445.	6 " " 4.50	26 00
	12 doz. sh. & dr., 3.00	36 00
	2 " overalls, 4.50	9 00
		$114 00

Exhibit 18.

EXHIBIT 19.

DETROIT, MICH., *December 9th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale and retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

	3 doz. cardigan jackets, 10.00	30 00
	1 " mittens	9 25
602.	1 " "	19 00
301.	1 " gloves	2 50
109.	1 " mittens	14 00
70.	1 " gloves	12 00
415.	1 " "	21 00
		$107 75

Exhibit 19.

EXHIBIT 20.

DETROIT, MICH., *December 4th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

4733.	9 suits, 11.50	103 50
	$4\frac{5}{12}$ doz. mittens, 5.50	24 00
		$127 50

Exhibit 20.

671

EXHIBIT 21.

DETROIT, MICH., *December 1st*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

569.	2 doz. sh. & dr., 13.50	27 00
560.	1 " pants	15 50
556.	1 " "	20 00
468.	1 "	13 50
572.	1 " "	21 00
571.	1 " "	9 50
	1 " shirts	6 25
		$112 75

Exhibit 21.

Exhibit 22.

Detroit, Mich., *November 27th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

1876.	8 doz. sh. & dr., 2.87½	23	00
162.	6 “ “ “ 5.50	33	00
113.	6 “ “ “ 4.00	24	00
240.	6 “ “ “ 7.00	42	00
246.	4 “ “ “ 21.00	84	00
543.	4 “ “ “ 4.00	16	00
G.	2 “ “ “ 15.00	30	00
422.	2 “ “ “ 9.00	18	00
77.	1 “ mittens	9	00
71.	1 “ “	14	00
303.	1 “ “	7	00
1.	1 “ “	9	00
558.	1 “ “	6	00
123.	1 “ “	5	00
Cartage			40
		$320	40

Exhibit 22.

672

Exhibit 23.

Detroit, Mich., *November 26’h*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

8289.	9 o. c., one short, 5.50	49	50
1442.	12 pants, 2.50	30	00
1252.	4 “ 4.00	16	00
953.	10 “ & v., 4.00	40	00
1230.	13 “ 2.75	35	75
1212.	13 “ o. c., 8.00	104	00
1006.	10 “ “ 5.25	52	50
8150.	9 “ “ 6.50	58	50
1278.	9 pants, 2.50	22	50
1260.	6 “ 4.00	24	00
1187.	9 suits, 13.0.0	117	00
6655.	10 pants, 2.20	22	00
7222.	8 “ 1.50	12	00
12222.	7 o. c., 8.00	56	00
1344.	6 “ “ 6.25	37	50
Cartage			40
		$677	65

Per F. & P. R. R.
Exhibit 23.

673

EXHIBIT 24.

DETROIT, MICH., *November 24th,* 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Fei'bish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

8470.	9 suits, 10.00	90 00
8463.	8 " 14.00	112 00
4662.	6 " 12.00	72 00
8435.	9 pants, 3.62½	32 62
4748.	7 suits, 6.00	42 00
8268.	12 o. c., 3.75	45 00
662.	6 pants, 4.00	24 00
661.	6 " 4.00	24 00
4739.	9 suits, 6.50	58 50
4839.	9 o. c., 4.00	36 00
8397.	10 s .suits, 11.00	121 00
4729.	8 " 8.00	64 00
4753.	9 " 13.00.	117 00
4647.	9 pants, 4.12½	37 12
4719.	8 suits, 5.50	44 00
	1 p. & v	4 50
4749.	10 suits, (2 *carts* to come) 10.00	90 00
4845.	18 " 10.00	180 00
Cartage		40
		$1, 194 14

Per F. & P. R. R.
Exhibit 24.

674

EXHIBIT 25.

DETROIT, MICH, *November 21st,* 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale dealers in clothing and gents' furnishing goods, 120 Woodward avenue:

74.	2 doz. sh. & dr., 8.00	16 00
50.	2 " " " 4.00	24 00
20.	3 " " " 9.00	27 00
65.	2 " " " 4.25	8 50
Cartage		40
		$75 90

Exhibit 25.

EXHIBIT 26.

DETROIT, MICH., *November 21st,* 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

500.	Collars, 15.00	7 50
400.	" 10.00	4 00
	13 doz. mittens, 2.50	33 75

209.	1	" shirts	12 00
503.	1	" "	6 00
631.	1	" "	14 00
400.	1	" "	12 00
305.	1	" "	13 50
	2	" overalls, 6.00	12 00
5871.	1	" pants	20 00
828.	1	" "	12 50
	Cartage		40
			$147 65

Exhibit 26.

675

EXHIBIT 27.

DETROIT, MICH., *November 22nd*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

102.	5 doz. sh. & dr., 8.75	34 75
	2,000 collars, 18.00	36 00
273.	2 doz. shirts, 13.50	27 00
128.	1 " "	15 50
450.	½ " cardigan jackets, 40.00	20 00
2.	5 black coats, 11.00	55 00
3.	5 " " 9.00	45 00
8571.	1 doz. pants	20 00
Cartage		40
		$253 65

Exhibit 27.

EXHIBIT 28.

DETROIT, MICH., *November 20th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

828.	2 doz. pants, 12.50	25 00
361.	1 " shirts	14 00
153.	1 " "	11 50
209.	1 " "	12 00
72.	½ " cardigan jackets, 26.00	13 00
25.	½ " " " 15.50	7 75
30.	½ " " " 12.50	6 25
102.	½ " " " 16.50	8 25
36.	½ " " " 16.50	8 25
108.	½ " " " 9.50	4 75
800.	Captain collars, 17.00	13 60
500.	Morning-glory, 8.00	4 00
Cartage		40
		$128 75

Exhibit 28.

676 EXHIBIT 29.

DETROIT, MICH., *November 19th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

8420.	12	suits 16.50	198 00
305.	2	doz. pants, 13.50	27 00
2.	2	“ suspenders, 6.00	12 00
	4	“ overalls, 6.00	24 00
13.	4½	“ sh. & dr., 6.00	27 00
60.	4	“ “ 6.00	24 00
E. J.	2½	“ white sh., 9.00	22 50
	3	“ silk hand., 6.50	19 50
66.	6	“ white hand., 1.00	6 00
149.	3	“ “ “ 2.75	8 25
207.	1	“ gloves	13 50
102.	1½	“ “ 16.50	8 25
36.	1½	“ “ 16.58	8 25
108.	1	“ cardigan jackets	9 50
30.	1	“ “ “	12 50
200.	2½	“ white shirts, 25.00	62 50
PX.	2½	“ “ “ 15.00	37 50
DXX.	2½	“ “ “ 12.00	30 00
77.	8	“ “ “ & dr., 4.00	32 00
400.	2	“ pants, 12.00	24 00
85.	8	“ sh. & dr., 4.50	36 00
3529.	6	p'rs pants, 1.75	10 50
3308.	6	c. & v., 15.50	93 00
3740.	6	“ “ 15.50	93 00
2727.	9	suits, 14.50	130 50
3570.	13	o. c., 7.25	94 25
3572.*	7	suits, 14.50	102 50
3654.	9	“ 12.50	112 50
2712.	12	“ *4.75	57 00
3328.	12	“ 10.00	120 00
2662.*	9	o. c., 3.50	31 50
1296.	18	black coats, 7.50	135 00
			1,443 00

Per F. & P. M. R. R.
Exhibit 29.

677 EXHIBIT 30.

DETROIT, MICH., *November 15th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

1028.	6	c. v., 14.00	84 00

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* In pencil in original.

1428.	6 “ “ 8.00	48 00
1055.	6 “ “ 8.00	48 00
Cartage		50
		$108 50

Exhibit 30.

678 EXHIBIT 31.

DETROIT, MICH., *November 14th*, 1877.

Mr. M. Schott, E. Saginaw, bought of Schott & Feibish, wholesale & retail dealers in clothing & gents' furnishing goods, 120 Woodward avenue:

1229.	6 prs. pants, 3.00	18 00
953.	6 “ “ 3.00	18 00
912.	9 o. c., 7.00	63 00
4669.	9 “ “ 4.00	36 00
4750.	9 suits, 6.50	58 50
4734.	12 suits, 5.00	60 00
4663.	6 prs. pants, 4.00	24 00
1280.	6 “ “ 4.00	24 00
1252.	5 “ “ 4.00	20 00
1251.	6 “ “ 4.00	24 00
1394.	6 “ “ 4.00	24 00
1436.	6 “ “ 3.00	18 00
1219.	9 o. c., 4.00	36 00
4680.	11 suits, 5.25	57 75
4749.	6 “ 10.00	60 00
1073.	6 “ 6.00	36 00
916.	6 p. & v., 5.50	33 00
1452.	9 suits, 3 coats to come, 6.00	54 00
1439.	9 suits, 6.00	54 00
1316.	6 pants, 4.00	24 00
723.	6 “ v., 5.00	30 00
1237.	8 “ 1.30	10 40
1201.	8 “ 1.30	10 40
1171.	8 “ 1.30	10 40
1197.	8 “ 1.30	10 40
1055.	4 “ & v., 6.00	24 00
948.	6 suits, 15.00	90 00
991.	8 “ 14.00	112 00
679 1429.	6 suits, 11.00	66 00
908.	6 o. c., 7.00	42 00
1009.	6 “ “ 9.00	54 00
907.	8 “ “ 8.00	64 00
887.	6 “ “ 4.75	28 50
6308.	6 “ “ 7.50	55 00
6302.	6 “ “ 12.50	75 00
6214.	12 c. v., 13.50	162 00
6230.	6 suits, 6.25	37 50
5960.	6 “ 6.25	37 50
6231.	6 “ 12.00	72 00

6331.	6 " 6.25	37 50
5881.	8 pants, 1.30	10 40
6313.	6 suits, 6.25	37 50
6223.	6 " 8.50	51 00
		$1,859 75
	Am't forward	1,859 75
1373.	6 suits, 16.00	96 00
1082.	6 o. c., 8.00	48 00
1055.	6 " " 8.00	48 00
1405.	6 " " 12.00	72 00
3151.	6 suits, 10.00	60 00
3167.	6 " 8.50	51 00
3139.	6 " 8.00	48 00
2906.	6 " 7.00	42 00
3165.	6 " 10.00	60 00
3064.	6 " 4.25	25 25
3179.	6 " 5.00	30 00
3084.	6 " 6.00	36 00
3158.	6 " 6.00	36 00
3018.	6 " 3.50	21 00
3188.	6 " 3.50	21 00
3164.	6 " 4.50	26 00
3067.	6 " 4.25	25 25
3059.	6 o. c., 5.25	31 50
3122.	6 " x " 6.00	36 00
	Cartage	1 15
		$2,673 40

Per F. & P. M. R. R.
Exhibit 31.

680 EXHIBIT 32.

$738.00.] EAST SAGINAW, MICH., *January* 10*th*, 1878.

Five months after date I promise to pay to the order of myself seven hundred thirty-eight dollars, at the Second National Bank of East Saginaw, Mich., value received, with interest at the rate of ten per cent. per annum after maturity until paid.

Due June 10—13.

Signature torn out.

(Endorsed:) Max Schott, Rothschild & Bro.

Pay J. F. Boynton, cashier, or order, for collection for Coldwater National Bank, Colswater, Mich.

GEORGE XSTARR, *Cashier*.

Exhibit 32.

681 EXHIBIT 33.—*Docket.*

The circuit court for the county of Saginaw, September term of said court, commencing September 17th, 1878, July trials.

Durand & Paine.

MAX SCHOTT
vs.
JOHN E. WELLS ET AL. } No. 3. Trespass.

Wisner & Draper; Crofoot & Kudner, for Mathews.

Set down for trial by the court November 22nd, 1878, as appears by docket of the circuit judge.

Docket.

February term of said court, commencing Febru'ry 4th, 1879.

Durand & Paine.

MAX SCHOTT
vs.
JOHN E. WELLS AND SALMON P. MATHEWS. } No. 9. Trespass. Issue of fact.

Wisner & Draper.

I hereby certify that the above is all that I have been able to find in reference to said cause on the dockets of the court and by the minutes of the circuit judge thereof.

Witness my hand and the seal of said court this 23rd day of January, A. D. 1880.

[SEAL.] BYRON STARK.

Exhibit 33.

682 *Exhibit A.—Proceedings in Saginaw circuit court.*

EXHIBIT A.

STATE OF MICHIGAN,
Saginaw County, *ss:*

The circuit court for the county of Sagiw*w* to the sheriff of the county of Saginaw, greeting:

In the name of the people of the State of Michigan you are commanded to summon John E. Wells and Salmon S. Mathews to be and appear before the circuit court for said county, at the court-house in the city of Saginaw, upon the seventh (7) day of May, A. D. 1878, then and there to answer unto Max Schott, in an action for trespass on lands brought under and by virtue of an act of the legislature of this State, entitled "An act to facilitate the commencement of suits against joint defendants residing in several counties," approved May 16th, 1861, & being consecutive sections 5748 of the compiled laws of Michigan of 1871, and for taking and carrying away the plaintiff's goods and chattels to his damage twenty-five thousand dollars, which shall then and there be made to appear, and of this writ make due return.

Witness the honorable William S. Tennant, circuit judge, at Saginaw, this 6th day of April, in the year of our Lord one thousand eight hundred and seventy-eight.

[SEAL.] BYRON G. STARK, *Clerk*,
By GEO. H. PAINE,
Deputy Clerk.

DURAND & PAINE, *Att'ys for Pl'ff.*
JOHN MOORE, *Of Counsel.*

STATE OF MICHIGAN,
County of Saginaw, ss:

On this 6th day of April, A. D. 1878, I hereby certify and return that I served the within summons upon the within-named John E. Wells, defendant, on that day, in said county of Saginaw, by personally delivering to him a true copy hereof and exhibiting to him this original under the seal of the court. I further certify and return that after diligent 683 search and inquiry I am unable to find said defendant, Salmon S. Mathews, within the county of Saginaw.

JAMES G. ADAMS, *Sheriff*,
By O. T. MOSIR,
Dep't Sheriff of said County.

Filed May 9th.

G. H. PAINE, *Dep. Clerk.*

EXHIBIT A.

STATE OF MICHIGAN,
County of Saginaw, ss:

The circuit court for the county of Saginaw to the sheriff of the county of Wayne, greeting:

In the name of the people of the State of Michigan you are commanded to summon Salmon P. Mathews, impleaded with John E. Wells, who has been duly summoned to be and appear before the circuit court for said county, at the court-house in the city of Saginaw, upon the 4th day of June next, then and 'here to answer to Max Schott in an action for trespass on lands brought under and by virtue of an act of the legislature of the State, entitled "An act to facilitate the commencement of suits against joint defendants residing in several counties," approved March 16th, 1861, and being consecutive sections 5748 of the compiled laws of Michigan of 1871, and for taking and carrying away the plaintiff's goods and chattles, to his damage twenty-five thousand dollars, which shall then and there be made to appear; and of this writ make due return.

Witness the honorable William S. Tennant, circuit judge, at the city of

Saginaw, this 9th day of May, in the year of our Lord one thousand eight hundred and seventy-eight.

[ALIAS SEAL.] BYRON G. STARK, *Clerk*,
By GEO. H. PAINE, *Deputy Clerk*.

DURAND & PAINE, *Att'ys for Pl'ff.*
JOHN MOORE, *Of Counsel.*

STATE OF MICHIGAN,
County of Wayne, ss:

684 On this 11th day of May, A. D. 187 , I hereby certify and return that I served the within summons upon the within-named Salmon P. Mathews, defendant, in said county of Wayne, by personally delivering to him a true copy hereof, and exhibiting to him this original under the seal of this court.

WALTER H. COOTS,
Sheriff of said Co.,
By HYMAN H. GINSBURG,
Deputy Sheriff.

Filed May 14th, 1878.

G. H. PAINE, *Dep. Clerk.*

685 EXHIBIT B.

The circuit court for the county of Saginaw.

MAX SCHOTT
vs.
SALMON S. MATTHEWS, IMPLEADED WITH JOHN E. Wells.

You will please enter our appearance as attorneys for defendant Mathews in the above-entitled cause.

Yours, &c.

CROFOOT & KUDNER,
Att'ys for Defendant Mathews.

Dated May, 1878.
To the clerk of said court.
Filed May 16th, 1878.

G. H. PAINE, *Dep Clerk.*

686 EXHIBIT C.

The circuit court for the county of Saginaw.

MAX SCHOTT
vs.
SALMON S. MATHEWS, IMPLEADED WITH JOHN E. Wells.

The appearance of said defendant Salmon S. Mathews is hereby entered in this cause by us as his attorneys.

CROFOOT & KUDNER,
Att'ys for Def't Mathews.

Dated & entered, May 16th, '78.
Common-rule book F, page 562.

687 EXHIBIT D.

STATE OF MICHIGAN,
County of Saginaw, ss:

In the circuit court for the county of Saginaw.

Max Schott, plaintiff herein by Durand & Paine, his attorneys, complains of John E. Wells and Sammon S. Mathews, defendants herein, and who have been duly summoned in a plea of trespass.

For that the said defendants on, to wit, the first day of March, 1878, and on divers other days and times between that day and the day of commencing this suit, with force and arms broke, entered, and took possession of a certain store of the plaintiff, being in the city of East Saginaw, in said county and State; and known as No. 207, on the north side of Genesee street, in said city, and stayed and continued therein for the space of, to wit, ten days then next following, and also during the time aforesaid, on, to wit, the said first day of March, A. D. 1878, with force and arms, &c., seized and took divers goods and chatt*les*, to wit, one thousand overcoats, one thousand coats, fifteen hundred pairs of pants, one thousand vests, of the said plaintiff there found, and being in the said store, and being of great value, to wit, of the value of twenty thousand dollars, and carried away the same, and converted and disposed of the same to their own use, by means of which said several premises, he, the said plaintiff, during all the time aforesaid, was hindered and prevented from carrying on his lawful and necessary business as a merchant in said city, engaged in selling ready-made clothing, to wit, at Saginaw County aforesaid.

And also, for that the said defendants, on, to wit, the first day of March, 1878, with force and arms broke and entered into a certain other store of the said plaintiff, situate and being on the north side of Genesee street, in the city of East Saginaw, in said county and State, and then and there ejected and expelled, put out and removed, the said plaintiff from the possession, use, occupation, and enjoyment of the said store, and kept and continued him so ejected, expelled, put out, and removed for a long space of
688 time, to wit, from thence to the commencement of this suit, whereby
the said plantiff for and during all that time lost and was deprived of the use and benefit of his said store, and from doing business therein, to wit, at Saginaw County aforesaid; and other wrongs then and there did to the said plaintiff against the peace and dignity of the people of the State of Michigan. And also for that the said defendants, on, to wit, the 20th day of March, 1878, with force and arms, &c., to wit, at the city of East Saginaw, in the county aforesaid, seized, took, and carried away divers goods and chattels of the said plaintiff, of the like number, quantity, description, and value, as the said goods and chattels in the first count in this declaration mentioned, then and there found and being, and converted and disposed of the same to their own use; and other wrongs to the said plaintiff then and there did against the peace and dignity of the people of the State of Michigan, and to the damage of the plaintiff twenty-five thousand dollars, and therefore the brings this suit.

DURAND & PAINE,
Plaintiff's Attorneys.

(Indorsed:) In the circuit court for the county of Saginaw. Max Schott vs. John E. Wells & Salmon S. Mathews. Narr. Filed June 8th, '78. G. H. Paine, dep. clerk. Durand & Paine, pl'ff's att'ys.

689

EXHIBIT E.

The circuit court for the county of Saginaw.

JOHN E. WELLS AND SALMON S. MATHEWS }
ads.
MAX SCHOTT. }

And now comes the said defendants, by Wisner & Draper, their attorneys, and demand a trial of the matters set forth in said plaintiff's declaration.

WISNER & DRAPER,
Att'ys for Def't.

SIRS: You will please take notice that said defendants will give in evidence, and show under the general issue above pleaded, that on the 14th day of March, 1878, a provisional warrant was, by the order of the district court of the United States for the eastern district of Michigan, duly and regularly issued out of said court in a matter and proceeding in said court, duly and legally pending against Samuel Schott and Phillip Feibish, alleged bankrupts, wherein and whereby the United States marshal of said district was duly and legally commanded forthwith to take possession, provisionally, of all the property and effects of said alleged bankrupts (said Schott and Feibish), and to safely keep the same until the further order of said court, and which said provisional warrant in due and legal form, duly and regularly issued, was placed in the hands of Salmon S. Mathews, who was then and there United States marshal for said district, and the said Salmon S. Mathews, as such marshal, and said John E. Wells, as deputy United States marshal of said district, by virtue of said writ and the command therein contained, did seize and take the goods and chattels mentioned and described in said plaintiff's declaration into their possession, and which said goods and chat'els were, at the time of said seizure and at the time alleged in said plaintiff's declaration, the goods, chattels, property, and effects of said Samuel Schott and Philip Feibish, and not the goods, chattels, and property of said plaintiff.

690 That afterwards, to wit, on the 13th day of April, 1878, said Samuel Schott and Philip Feibish were adjudicated bankrupts in said proceeding in said district court, and afterwards an assignee in bankruptcy was duly and regularly elected and appointed in said cause, and said goods and chattels, property, and effects described in said plaintiff's declaration were turned over to said assignee by said defendants, and are now held by him as a part of the estate of said bankrupts.

Dated July 15th, 1878.

Yours, &c.,

WISNER & DRAPER,
Att'ys for Def'ts.

To Messrs. DURAND & PAINE,
Plaintiff's Attorneys.

(Indorsed:) The circuit court for the county of Saginaw. John E. Wells and Salmon S. Mathews ads. Max Schott. Plea. Filed July 27, 1878. B. G. Stark, clerk. Wisner & Draper, att'y' for def'ts.

691 Circuit court calendar F, Saginaw County, page 25.

Parties: Max Schott vs. John E. Wells & Salmon P. Mathews. No. 5495. Action trespass. Plaintiff's attorney, Durand & Paine; John Moore of counsel. Defendants' attorney, Crofoot & Kudner for Mathews; Wisner & Draper for def'ts.

PROCEEDINGS.

Date.
1878.

April 6th. Summons issued.
May 9th. " re'd & alias iss'd to Wayne Co. to def't Mathews.
" 14th. Alias ret'd.
May 16th. App'ce of Mathews.
June 8. Narr.
July 27. Plea & notice.

692 STATE OF MICHIGAN,
County of Saginaw, ss:

I, Byron Stark, clerk of said county and of the circuit court thereof, do hereby certify that the foregoing is a copy of the records, files, and proceedings in the case of Max Schott vs. John E. Wells and Salmon P. Mathews; that I have carefully compared the said copy with the original record, files, and proceedings on file and of record in my office, and that it is a correct transcript therefrom and of the whole thereof.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of Saginaw, this 23rd day of January, A. D. 1880.

[SEAL.] BYRON G. STARK, *Clerk.*

692*a* *Stipulation for producing books in evidence of Schott & Feibish in Sup. Court.*

The Supreme Court of the United States. In equity.

JOSEPH L. HUDSON, ASSIGNEE, &C., ET AL., COMPLAINANTS,
vs.
MAX SCHOTT, DEFENDANT.

It is hereby stipulated by and between the parties to said cause that so many of the books of Schott & Feibish as were offered in evidence in the above cause in the circuit court of the United States for the eastern district of Michigan and form a part of the testimony in said cause, may be used upon the hearing of said cause, and that this stipulation may be returned by the clerk of the circuit court of the United States for the eastern district of Michigan in lieu of a transcript of said books with same effect as if full transcript had been returned.

DON M. DICKINSON,
Counsel for Def't.
M. E. CROFOOT,
Sol'rs for Compl'ts.

OCT. 5, 1880.

693 *Hearing on pleadings & proofs.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held, pursuant to adjournment, at the district court-room, in the city of Detroit, on Thursday, the twenty-ninth day of April, in the year one thousand eight hundred and eighty.
Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, SALMON S. Mathews, and John E. Wells
vs.
MAX SCHOTT.
} In equity.

This cause now coming on to be heard upon pleadings and proofs, counsel for the respective parties being present in court, the counsel for defendant decline to argue this case. Thereupon Mr. Misner, of counsel for complainant, submits the case to the court for decision upon written brief in behalf of complainant.

694 *Stipulation for using testimony taken in case ag't Leroux & Schott in this case.*

In the circuit c't of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASS. ETC., ET AL.
vs.
MAX SCHOTT.

It is hereby stipulated that the deposition, taken in the case of Joseph L. Hudson et al. vs. Joseph P. Leroux & Max Schott, and all testimony that may be taken in said cause by complainants on or before October 25th, 1879, may be used as testimony for complainants in this cause, subject to all proper objections, and shall be considered as though taken in this cause.

M. E. CROFOOT,
Sol'r for Comp'ts.
DE FOREST PAINE,
Sol'r for Def't.

DETROIT, *Oct.* 21*st*, 1879.

Filed in open court, April 29, 1880.
(Sig'd) A. MANDELL, *Clerk.*

695 *Stipulation for entering decree.*

U. S. circuit court east. dist. of Mich. In equity.

JOSEPH L. HUDSON, ASSIGNEE, ET AL.
vs.
MAX SCHOTT.

It is hereby stipulated on the part of defendants that final decree in this cause may be signed and entered without further service upon or notice to defendant's solicitors.

Detroit, July 19th, 1880.

McDONELL & MANN,
Sol'rs for Def't Leroux.
DE FOREST PAINE,
Sol'r for Def't Schott.

696 *Decree.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held, pursuant to adjournment, at the district court room, in the city of Detroit, on Monday, the 12th day of July A. D. 1880.

Present, Hon. Henry B. Brown, district judge.

JOSEPH L. HUDSON, ASSIGNEE, ETC., JOHN E. Wells, and Salmon S. Matthews
vs.
MAX SCHOTT.
} In equity.

This cause came on to be heard upon pleadings and proofs at this term, and was submitted on brief by counsel for complainant Hudson, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed that the goods and chattels seized by the complainant Salmon S. Mathews, by virtue of a provisional warrant, issued in the bankruptcy proceedings against Samuel Schott and Philip Feibish, as referred to in the bill of complaint, were at the time of such seizure a part of the estate of said Schott & Feibish, bankrupts, and the title thereto vested in said complain-
697–702 ant Joseph L. Hudson, as assignee of said bankrupts, upon his qualifying as such assignee.

And it is further ordered, adjudged, and decreed that the pretended sale or transfer of said goods and chattels by said Schott & Feibish to said defendant, as alleged in complainants' bill, was in violation of and for the purpose of defeating the provisions of the bankruptcy act, was fraudulent and void as to the creditors of said Schott & Feibish, and was made to prevent said goods and chattels from coming into the possession of the assignee in bankruptcy of said Schott & Feibish.

It is therefore further adjudged and decreed that said sale or transfer be, and the same is hereby, declared void and set aside, and that the title of said complainant Joseph L. Hudson, as such assignee, be quieted, and the same is hereby declared to be perfect and complete in and to said goods and chattels, and to the proceeds arising from the sale thereof.

It is further ordered, adjudged, and decreed that a perpetual injunction be awarded in this suit against the said defendant according to the prayer of the bill, and that a writ of injunction issue accordingly; and it is further ordered, adjudged, and decreed that the said complainants do recover of said defendant their costs and charges & disbursements to be taxed.

HENRY B. BROWN.

Passed, signed, entered, & filed July 12, 1880.

A. MANDELL, *Clerk.*

703 *Notice of motion that stenographer's record be filed.*

The circuit court of the United States for the eastern distric of Michigan.
In equity.

JOSEPH L. HUDSON ET AL.
vs.
JOSEPH P. LEROUX ET AL.

and

JOSEPH L. HUDSON ET AL.
vs.
MAX SCHOTT.

Messrs. WISNER & SPEED, *Sol'rs for Compt's*:

GENTL'M': You will please take notice that on Monday, the 26th day of July, A. D. 1880, at the opening of said court in the forenoon, or as soon thereafter as counsel can be heard, we shall move said court that the stenographer's record of the several exceptions taken, protests made by the counsel for the defendants in the above causes on the hearing of the same, be filed in the same as part of the record thereof.

Yours, &c.,

GRIFFIN & DICKINSON,
Of Counsel for Def'ts in said causes.

JULY 24, 1880.

UNITED STATES OF AMERICA,
Eastern District of Michigan, ss:

704 Edward Payette, being duly sworn, deposes and says that on the 24th day of July, A. D. 1880, he served a notice of motion, of which the within is a true copy, on Wisner & Speed, solicitors for the complainants, in the within-entitled causes, by leaving same with Mr. Harvey.

EDWARD E. PAYETTE.

Sworn & subscribed before me this 26th day of July, A. D. 1880.

HENRY T. THOMBER.

705 *Stenographer's notes of arguments.*

In the circuit court of the United States for the eastern district of Michigan.

JOSEPH L. HUDSON, ASSIGNEE IN BANKRUPTCY, etc., Salmom S. Mathews, and John E. Wells, comp'ts,
vs.
MAX SCHOTT, DEF'T.
In equity.

Argument of counsel upon the matter being called for hearing before the court:

Mr. WISNER. On behalf of the assignee, Hudson, we are ready to proceed.

The Court. Is the defendant ready?

Mr. Dickinson. We desire to state, may it please your honor, in these cases, that we renew the objection we have made at every stage of the case against proceeding with the case, as the actions are both in the Leroux case, first in the circuit court for the county of Bay and in the case in the circuit court for the county of Saginaw, actions for trespass to realty, which were launched before the filing of the bill in those
706 cases that are now called up for hearing.

We desire, in stating the objection, to state that we have not attempted to interfere with the custody of the property or to raise any question as to the title, and we believe and understand that the title to the property, by virtue of the judgment we expect to get, if we succeed in the State court, will be vested in the assignee as assets of the bankrupt; that such action could in no way interfere with the closing up of the estate. We desire to state that we hold that the only case that can proceed is that case in the county of Bay, the Leroux case, and the Saginaw County Schott case, the records of the circuit court for the county of Bay, and the records for the county of Saginaw.

The Court. Were not those actions enjoined?

Mr. Dickinson. They were.

Mr. Wisner. The answers.

The Court. You say this is a trespass to real property?

Mr. Dickinson. Yes, sir; it could not have been brought otherwise. I will explain the case which the court has enjoined: In the case of Mathews, Becker, and Bunnell vs. Joseph Leroux and Max Schott,
707 which is in the circuit court for the county of Bay, is for trespass to certain real estate. Incidentally to that trespass certain goods were taken and carried away, but the action itself was trespass to realty.

The Court. What did the trespass consist of?

Mr. Dickinson. Breaking and entering the premises of the plaintiff in that suit, the defendants in this suit here, and for committing divers and sundry wrongs and oppressions, and, among other things, the taking and carrying away of certain goods. The action was this: trespass to realty. An action was necessary to maintain a suit against a non-resident defendant, and an action was so taken. The defendants appeared and pleaded the general issue and set up the same matter in substance that is set up in the bill in this case—the case of Hudson, Mathews, and John E. Wells vs. Max Schott, in this court, enjoining an action brought by Max Schott against Salmon S. Mathews for trespass to realty.

The Court. Realty?

Mr. Dickinson. Yes, sir; to Max Schott's realty that suit is enjoined expressly.

708 Mr. Wisner. Didn't he bring an action of trover in the Wayne circuit court?

Mr. Dickinson. No, he did not. He may have done so, but we don't ask to have anything done with the case in the Wayne circuit; but we do with the cases in the Bay and Saginaw circuits. Indeed, in the Bay circuit, as appears by the records of the court, the defendants came in and moved for a continuance, claiming that they could make a full, fair, and complete defense to the case in the county of Bay. The court gave them a continuance, whereupon they filed a bill to restrain those cases. We do not desire, in either the case of Hudson, Mathews, Bunnel, & Becker vs. Joseph P. Leroux and Max Schott, in this court, to take any part in the arguement, for the reasons we have stated; and in the case of Joseph L. Hudson, Salmon S. Mathews, and John E. Wells vs. Max Schott, we do not desire to take any part, for the same reason that we have stated.

The COURT. How much do these cases involve?

Mr. DICKINSON. A large amount.

The COURT. Are they appealable?

Mr. DICKINSON. Yes, sir; but the injunction is upon this the-
709 ory, that after a suit is commenced in the State court the district
or circuit court may stop the proceedings in the State court and call the parties in here before your honor, to determine whether they have a proper cause of action, at first going into the merits of the case, and then if your honor decides that they have a proper cause of action, to let them proceed and try the action all over again in the circuit court. But it compels us, if the theory of these appeals is correct, to try the cases upon the merits twice, and cuts us off from——

The COURT. The damages you would recover would be the value of the goods.

Mr. DICKINSON. Yes, sir.

The COURT. So the action, in fact, is the same in both cases.

Mr. DICKINSON. It is not the same.

The COURT. If you don't own the goods, the marshal would have the right to break into the store.

Mr. DICKINSON. Yes, sir; but we have the right to try the question of trespass, or whether our property has been taken without any interference with the State court.

710 The COURT. The United States Supreme Court has confirmed the
power of this court to enjoin; do you lose any of your rights by appearing and contesting in this instance?

Mr. DICKINSON. O, yes.

The COURT. What rights? A judge of the Supreme Court of the United States recently held that the party who protested lost no rights.

Mr. DICKINSON. We have examined the matter fully, and we think we have taken such testimony in the case as was only necessary. We do not think we can properly appear in this court and go into the merits, which, according to our theory, can only be tried in the courts or original jurisdiction.

The COURT. You must be your own judge.

Mr. DICKINSON. We desire to have the merits of the case, when we try it, tried before the jury and the court, as we claim, which only has the jurisdiction of the cause.

The COURT. I think that matter has been covered. I see no reason to change my opinion.

Mr. DICKINSON. No reason in your honor's own decision & views.

711 The COURT. Since I decided the case the district judge of Wis-
consin has decided the same thing, and the Supreme Court of the United States confirmed the jurisdiction, but they said whether it was a proper case for the exercise of——

Mr. DICKINSON. I may be permitted to take the objection as I have taken it in both cases.

The Court. Certainly.

Mr. Dickinson. I will enter it in both cases, in the case of Joseph L. Hudson, Becker and Bunnell vs. Joseph P. Leroux and Max Schott, in the circuit court of the United States for the eastern district of Michigan, and also in the case of Joseph L. Hudson, the other case.

The Court. Have you made an abstract of your testimony?

Mr. Wisner. Yes, sir.

The Court. You may submit it.

Mr. Wisner. I prefer to call your honor's attention to the abstract of testimony.

The Court. I should not feel disposed to hear an argument upon one side without hearing the other side. Proceed.

Mr. Wisner. When these bills were filed, and they contained every-
thing in relation to the suits in the State courts, they were de-
712 murred to, and this court upon those demurrers settled all the ques-
tions now raised——

Mr. Dickinson. Except this, I think; it did not appear that the actions were in form, actions in relation to real estate.

Mr. Wisner. The bills contain copies of the proceeding in the State court.

The Court. I did not know it.

Mr. Wisner. Some are actions in trespass, some in trover for damages. After the demurrers were overruled the defendants answered, and in their answers they objected to this court extending the time to complete the testimony, because not taken within 90 days; but the court extended the time, and the defendants put in their proof and the complainant then put in his proof and declared his proof closed. The cases were then regularly noticed for hearing at this term of court, and on the 17th day of this month your honor appointed a day for the hearing of these causes. Immediately upon my return to my office I wrote to each of these gentlemen this letter: "The case of Joseph L. Hudson, assignee, vs. Schott & Le-
roux, and the same against Schott, having been assigned for hearing
713 on Thursday, April 29th, by Judge Brown, we shall expect to have
them heard on that day."

I mailed to these gentlemen at once that letter. This morning, just before I left my office, I was served with an injunction from the circuit court for the county of Bay, and with another injunction from the circuit court for the county of Saginaw; in each of which cases Messrs. Griffin & Dickinson appear as counsel for the complainant, enjoining me, as solicitor in bankruptcy, from doing anything in these cases in this court, or from taking any proceedings to punish the defendants in this suit for violating the injunctions of this court. I have made up my mind to violate those injunctions to the extent of prosecuting these suits in behalf of this assignee in bankruptcy, who is not a party to any of the suits in the State courts, except those suits in equity. And the supreme court of this State, in the Schwab case, only recently held that the State courts in equity could not restrain the assignee in bankruptcy from prosecuting those suits.

I had expected until the service of these papers this morning
714 upon me to have presented this matter to your honor fully; it is a
matter of the utmost importance. There are some twenty-three or
twenty-four thousand dollars in cash in the hands of the assignee, awaiting

distribution upon the decision of these cases, and it seems to me that the dignity of this court, that the dignity of the acts of Congress and the rights of the parties interested in this case, demands that these cases should be heard and disposed of, and, so far as the injunctions in the State courts are concerned, I desire to raise the question as to their validity by urging them and presenting them to the court this morning. I desire, therefore, to present this cause to your honor, not merely for the purpose of violating these injunctions, but simply to call your attention to the merits of these cases. I have omitted some things in my brief, which, if not stated to your honor, will make my statement in the brief ambiguous, and I prefer to state the cases upon their merits as they are entitled to be stated.

The COURT. You say you have made an abstract of the testimony?

Mr. WISNER. Yes; partially.

The COURT. And have made a brief?

715 Mr. WISNER. Yes, your honor, it is a brief. I have briefed the facts and I have called the court's attention to the authorities.

The COURT. I do not see any necessity for my hearing an oral arguement if you have done that; that is, if one side does not wish to argue it I do not think I ought to be called on to sit here and hear an ex parte arguement on the other side with regard to these injunctions; it is something which does not interest me.

Mr. WISNER. We do not intend to call your attention to it. We have no idea of doing such thing. We thought it would be quite desirable for us to present the case upon its merits. Of course if the defendants can come into court and say we won't orally argue the case, and deprive the complainant from doing what he had every reasonable expectation he would be allowed to do, and file at the same time the written argument in the cause, it may leave the complainant in a situation different from what he might have expected and in a different situation from what this court
should enforce upon him under the circumstances. I should not
716 assume to argue the case to your honor, as I said, but there are some
matters which should be called to your honor's attention. It is two
years since——

The COURT. If you have a brief, I suppose you have made your points in that.

Mr. WISNER. But I made a brief——

The COURT (interrupting). If you have made an abstract of the testimony I think I can see the pith of the case; it is a mere question of time, and I do not want to be detained.

Mr. WISNER. I don't want to occupy your honor's attention unnecessarily, if your honor desires to hear cases without arguement, and I cannot; but had I known your honor would have disposed of the cases in that way, I should have prepared my brief in a different way.

Mr. McDONNELL. I have made an abstract of the testimony and the bill and answer; but I had intended to argue the case myself here; but in deference to the wishes of my associates I am willing to submit it without argument.

Mr. WISNER. The bill alleged that the marshal and his deputies
717, 718 in entering these stores and seizing these goods did no damage to
the property other than the removal of the goods might damage the
property, and those allegations I think are admitted by the answer, so that

these suits in trespass are nothing more than suits in trespass, or anything more than to recover the value of these goods with any other damages.

The COURT. I don't see that I have anything to do with these suits. I will pass upon the question of the title to this property.

719 *Judge Brown's opinion.*

In the circuit court of the United States for the eastern district of Michigan. In equity.

JOSEPH L. HUDSON, ASSIGNEE OF SCHOTT & Feibish,
vs.
JOSEPH P. LEROUX & MAX SCHOTT.

JOSEPH L. HUDSON, ASSIGNEE, ETC.,
vs.
MAX SCHOTT.

Complainant Hudson is the assignee in bankruptcy of Samuel Schott and Philip Feibish, copartners in trade, under the firm-name of Schott & Feibish.

In March, 1873, Samuel and Max Schott, who are brothers, were carrying on the clothing business in East Saginaw, under the name of Schott & Co., and for four years defendant Leroux had been, and then was, a clerk in their store at a salary of $800.

720 Some time in March, '73, Samuel and Max Schott opened a clothing store at Bay City, under the name of Schott & Co., into which Leroux was taken as an equal partner and given charge of the store, the Schotts stocking the store with ten thousand dollars in goods, Leroux contributing nothing but his labor and attention.

These two stores continued to do business as Schott & Co. until the fall of 1877, when the Schotts failed. It appears, however, that in February, 1877, Max Schott bought out Samuel, but there was no change in the name of the firm. From that time until November Leroux and Max Schott constituted the Bay City house, Max owning two-thirds and Leroux one-third, with a capital of $12,000. After the failure of the Schotts Leroux insisted that he would have a change made in the name of the firm, and it was thereafter known as J. P. Leroux & Co.

In the spring of '75 Samuel Schott and Philip Feibish started a clothing store at Detroit under the name of Schott & Feibish, and continued to do business under that name until the fall of 1877, without change.

721 On September 14, '77, the firm of Schott & Co., of East Saginaw, and Schott & Feibish, of Detroit, each filed a voluntary petition in bankruptcy. The cases were consolidated and a composition effected at 35 cents. The joint assets shown were $13,867; debts, $47,693.84, the composition rates requiring $16,693, that being $2,822.61 more than the assets. The composition was effected by giving the notes of Schott & Feibish, endorsed by Sigmond Rothschild, a cousin of the Schotts. The indemnity given Rothschild for his endorsement of the composition paper was an agreement that Schott & Feibish and Schott & Co. should account to and pay over to Rothschild all of the commercial paper and money or

other proceeds of their stock in trade at Detroit and East Saginaw, or of the business carried on by them, including all moneys and paper received for stock or accounts then on hand, and also for future stock put into said business; which money and paper, it was agreed, Rothschild should hold and own for his security, protection, and indemnity against his liability by reason of such endorsement. Max Schott did not sign the composition paper nor pay any of it. At the date of this composition, the Bay City house, composed of Max Schott and Leroux, was still doing business under
the name of Schott &.Co.; also the firm of Schott & Co., at East
722 Saginaw, composed of Max and Samuel Schott, which, with Schott
& Feibish, made the composition. Schott & Feibish paid the composition debt of both houses, although Max owed his one-half of the deft of the Saginaw house, and in his petition and schedules he makes no mention of the Bay City house and his interest in it.

In September, '77, one Josh. W. Smith, who had recently failed in the furniture business, was without property or credit, and who about that time was discharged from the clothing-house of C. R. Mabley, where he had been employed for about two years as an advertising agent, went to Sigmond Rothschild, told him of his trouble, and said he did not know what he was going to do. Rothschild procured him a stock of goods to sell for the owner, Fred. Schott, another brother of Samuel Schott; did not buy the stock, but managed its disposition.

Immediately after their composition had been recorded, Schott & Feibish began purchasing of Eastern houses in very large quantities and disposing of the goods to Smith, in Detroit, and to the Bay City and Saginaw
houses. Their book shows that between November 13th and De-
723 cember 14th, they let Smith have goods to the amount of $9,000,
for which, on December 15th, he gave them his notes, which they at once turned over to Sigmond Rothschild under their agreement with him. After giving these notes Smith and a man named Adolph Freund bought what was left of the Fred. Schott stock, and the two carried on the business until about March 1st, '78, when they sold out.

Between November 1st, '77, and January 1st, '78, Schott and Feibish purchased and received goods, principally from Rochester parties, to the amount of about $40,000, all upon four months' credit. The composition was not recorded until November 13th, although it was actually made sometime before, and they began the buying of new goods some days before it was recorded. The new goods, with their stock on hand at the time of the composition, November 13th, would give them about $60,000 in goods.

The Saginaw house continued after the composition, but, as is claimed, in the name of Max Schott alone, he claiming to have bought out Samuel at the time of the composition.

The Bay City house continued also after the composition, composed of Max Schott & Leroux, but with its name changed from Schott & Co. to
J. P. Leroux & Co., as before stated.

724 The new purchases made by Schott & Feibish after this compo-
sition came in very rapidly in November and December. Their store in Detroit was small, 20 x 85 feet, and they kept no goods in the cellar. As the new cases came in they were opened, the goods sorted, divided up, and at once shipped to the Bay City and East Saginaw stores.

To the Bay City store from Nov. 15th, '77, to February 27th, '78, they shipped goods to the amount of about $12,000. To the East Saginaw store from November '77, to March 2nd, 1878, they shipped goods to the amount of over $9,000, and from Nov. 13th to Decem. 14th they delivered goods to J. W. Smith to the amount of $9,000, as before stated. The books of Schott & Feibish and the testimony of Leroux & Max Schott show that the goods so shipped were all settled for by notes running eight, nine, and ten months, and the prices allowed by Leroux and Max Schott to Schott & Feibish was the cost price with ten per cent. added to cover Schott & Feibish' expenses and their profits upon the goods. Schott & Feibish had purchased these goods on four months' 725 credit, mostly in November. J. W. Smith gave his notes in one batch of nine thousand dollars December 15th. Leroux gave his notes December 12th and February 28th in two lots. Max Schott gave his notes in three lots Nov. 22nd, '77, and in January and February, '78.

The notes given by Schott & Feibish for the goods purchased after their composition would begin to mature about the middle of March, 1878. On the 8th of March, '78, they made an assignment for the benefit of their creditors, appointing Adolph Freund their assignee, and putting him in possession of their store in Detroit, the goods in which did not exceed in value $8,000. Mostly old goods.

On March 14th, 1878, the creditors of Schott & Feibish filed a petition in bankruptcy against them, upon which they were subsequently adjudicated bankrupts, and complainant Hudson chosen as their assignee. At the time the petition was filed a provisional warrant was issued to the marshal, who at once took possession of the stock in the hands of Freund.

During the first days of March, and just before the assignment of Schott & Feibish to Freund, one Samuel Schwab, a brother-in-law of Samuel Schott, residing in Montana Territory, came to Detroit from St. 726 Louis, Mo., in obedience to a telegram from Samuel Schott, and apparently bought the stock of goods in the hands of Smith and Freund, and they were boxed up and removed from the store then occupied by them. On the 29th of March, learning that this Schwab stock was stored in the upper part of the building occupied by Heinneman, Butzel & Co., on Jefferson ave., in Detroit, the marshal took possession of it under the provisional warrant. At the same time the house in Bay City was selling goods at auction, and the marshal, with the advice and consent of the Rochester creditors, went up and seized all the goods recognized as bought by Schott & Feibish after their composition. The marshal then went to East Saginaw and seized all goods recognized as purchased by Schott & Feibish, and then in the possession of Max Schott. The marshal delivered these goods to the assignee, who sold them under the order of the bankrupt court. The goods so sold were identified by the Rochester creditors as goods sold by them to Schott & Feibish after the composition.

The Schwab stock inventoried	$6, 584
The East Saginaw stock inventoried	$7, 244
The Bay City stock inventoried	$8, 041 20
The Freund stock inventoried	$5, 000

727 After the seizure by the marshal Schwab sued him and certain creditors for the value of the stock found in Heinneman & Butzel's

store, bringing one suit in the superior court of Detroit and one in the Wayne circuit court. Max Schott also brought suit against the marshal, his deputies, and certain creditors in the Saginaw and Wayne circuit courts for the value of the Saginaw stock taken. Leroux & Max Schott also sued the marshal, his deputies, and certain creditors in the Bay and Jackson circuits for the value of the Bay City stock. Afterwards Hudson, as assignee of Schott & Feibish, who had possession of all the property, joined with them, the defendants, in the suit brought by Max Schott in the State courts, and filed his bill in equity in this court against Max Schott to have determined the title to the Saginaw stock by this court, and to enjoin the prosecution of the suits in the State courts. He also joined with him, the defendants, in the suits brought by Leroux and Schott and filed his bill against them to have determined the title to the Bay City goods, and to enjoin the prosecution of the suits in the State courts.

Injunctions were issued upon the filing of these bills, staying the
728 further prosecution of the suits in the State court. The cases have
been submitted upon pleadings & proofs, and the sale question to be determined is whether the dealings set forth in the above statement of facts were a fraud upon the creditors of Schott & Feibish.

Counsel for defendants declined to argue the case, and I am forced to dispose of it upon briefs submitted upon both sides.

The sales made by these parties to the defendants are fair and legitimate upon their face, but the attendant circumstances reveal clearly the nature of the transaction. Schott & Feibish were not generally known as wholesale dealers. I am aware there is a slight conflict of testimony upon this point, but I am satisfied that if they ever sold at wholesale it was in rare cases and under exceptional circumstances. Their store was only 20 by 85 feet, and was in a part of the city generally devoted to the retail trade. They occupied but one floor for the storage of goods. Their books, or those purporting to be such, are not such as are usually kept by wholesale dealers, and show no sales in large quantities to any one not
729 connected with the transaction in question. Accounts are opened
upon these books with their creditors, with the defendants, with Smith, Schwab, with the clerks, and with the individual members of the firm; but no sales appear to have been made to other parties except at retail. These sales were therefore clearly out of the ordinary course of business.

In September, 1877, Schott & Feibish had gone voluntarily into bankruptcy, and had compromised with their creditors at 35 cents on the dollar, a considerably sum than could be realized from the sale of their assets. This composition had scarcely been agreed upon, and had not been legally perfected, when they began buying of Eastern houses in very large quantities, and shipping to the defendants in Saginaw and Bay City. At the head of the East Saginaw house was a brother of one of the partners, Max Schott. At the head of the Bay City store was Leroux, a former clerk, and latterly a partner of the two Schotts, a man almost wholly without means. Large sales were also made to one J. W. Smith, who had failed in the furniture business, and had been recently discharged from his position as advertising agent in the house of C. R. Mabley.
730 It seems he had gone to Rothschild, another relative of the Schotts,
and begged for something to do. Rothschild had put him in

charge of a small stock of goods belonging to Fred. Schott, another brother, and he was trying to dispose of them.

All these goods, to the large amount of $40,000, had been bought by Schott & Feibish on four months' credit, unboxed in their store, and immediately shipped to their vendees before they had been placed upon the shelves or otherwise displayed for sale. They were not sold at any fixed price, but after the goods were delivered settlements were had with the vendees, in which the latter allowed Schott & Feibish the cost price of the goods, with ten per cent. added for profits and expenses; and the unsecured notes of the purchasers were taken, running from eight to ten months, more than double the time allowed them by the parties from whom *whom* they purchased. Of course there could be but one outcome to this method of doing business. When their own notes fell due in the middle of March, they had nothing to meet them with; they could not even discount the defendants'
notes, since they had all been turned over to Rothschild to indemnify
731 him for his agreement to endorse their composition paper. Yet
they still continued buying goods as late as February, 1878, when Schott told his creditors, who were pressing him to give an account of himself and explain the suspicions that were hovering over him on account of his strange manner of doing business, that when their bills matured in March they would all be paid. It appears by their books that as late as February 27th and March 4th they were shipping goods to the houses at Bay City and Saginaw, and on March 8th, a few days before their New York notes matured, they made a general assignment to Freund, who had been associated with Smith in the business carried on by him, turning over to Freund about seven thousand or eight thousand dollars' worth of property and their books of account. Most of the goods turned over to Freund were old goods, called in the trade odds and ends, and which compared poorly with the stocks seized at the Saginaw and Bay City stores, and
which when inventoried did not exceed $5,000 in value. One of the
732 creditors testified that immediately after the assignment in March
he had a conversation with Schott in which he asked him what he had done with his property; that he had had in the neighborhood of $50,000 worth and now there was only $7,000 or $8,000 worth in the store. He says that is all we have.. He would not give any account of it at all. He said he could pay 15 cents on the dollar; the creditors might take that, and if they did not take that they would not get anything.

Not only did Schott & Feibish sell almost their entire stock to the defendants, but Leroux and Max Schott bought almost exclusively of them.

From November 15th to February 7th Leroux's purchases of Schott & Feibish aggregated $12,000, while he bought of others only to the amount of $1,308.08, mostly in items under $50. The purchases of Max Schott for about the same period aggregated $9,000, while he bought of others to the amount of only $590. J. W. Smith bought of them between November 13th and Dec. 16th $9,000. Early in March, and just before the assignment to Freund, Samuel Schott telegraphed to his brother-in-law,
Samuel Schwab, a resident of Montana, to come to Detroit from
733 St Louis, where he was then stopping. On his arrival here Smith
& Freund sold him goods to the amount of several thousand dollars, which were subsequently found in the upper story of the store of Heinneman Butzell & Co. Schwab explains the facts of his storing them

there by saying that he did not like public storehouses; that the store might get broken into, and the insurance would cost more to carry, and he intended buying more goods of Heinneman, Butzel & Co., and he could make them into one shipment. It is possible that he gave a correct account of his motives, but the explanation is certainly open to very great suspicion.

Schott & Feibish' books appear to have been changed at the time of their failure. Several of the creditors testify that about the time they began purchasing their new goods they saw a new set of books opened in their store in the usual form of books kept by merchants, and that Feibish appeared to be the book-keeper; whereas the books that were turned over to Freund and subsequently seized by the marshal are small, cheap looking affairs, costing, apparently, not more than one or two dollars
734 apiece, and are written up in the hand of Samuel Schott. There is also evidence tending to show that shortly after receipt of these goods by the Saginaw & Bay City houses, Schott & Leroux began to sell them off at auction at any price they could obtain.

But it is not necessary to multiply these badges of fraud. The testimony leaves no doubt whatever in my mind that this was a gross and preconcerted fraud upon their creditors, and that complainant is entitled to a decree and a perpetual injunction against the further prosecution of the suits in the State courts.

735, 736 *Claim of appeal.*

The circuit court of the United States for the eastern district of Michigan.
In equity.

JOSEPH L. HUDSON, JOHN E. WELLS, AND SALmon S. Mathews, comp'ts,
vs.
MAX SCHOTT.

And now comes said defendant and claims an appeal from the decree rendered in said cause this June term of said court to the Supreme Court of the United States.

DEFOREST PAINE,
Sol'r for Def't.

GRIFFIN & DICKINSON, *of Counsel.*
JULY 14TH, 1880.

737, 738 *Order allowing appeal.*

At a session of the circuit court of the United States for the eastern district of Michigan, continued and held pursuant to adjournment, at the district court room, in the city of Detroit, on Wednesday, the fourteenth day of July, in the year one thousand eight hundred and eighty.

Present, honorable Henry B. Brown, district judge.

JOSEPH L. HUDSON, SALMON S. MATHEWS, and John E. Wells
vs.
MAX SCHOTT.
2405. In equity.

The defendant now comes as yet of the June term of the court, and during which term this cause was heard and the final decree entered therein, and claims and prays an appeal to the Supreme Court of the United States from the final decree entered in said cause. Now, on motion of George S. Hosmer, of counsel for defendant, it is ordered that said appeal be, and the same is hereby, allowed, and that said defendant being desirous that said appeal should operate as a supersedeas, give bond in the sum of ($500) five hundred dollars, to be approved by said court.

739 *Bond on appeal.*

Know all men by these presents that we, Sigmond Rothschild and Feist Rothschild, of Detroit, Wayne County, Michigan, held and firmly bound unto Joseph L. Hudson, assignee in bankruptcy of Samuel Schott and Philip Feibish, bankrupts, John E. Wells, and Salmon S. Mathews, in the sum of five hundred dollars ($500), lawful money of the United States of America, to be paid to the said Joseph L. Hudson, assignee in bankruptcy of Samuel Schott & Philip Feibish, bankrupts, John E. Wells, and Salmon S. Mathews, or to their certain attorney, heirs, executors, administrators or assigns, and to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with our seals; dated the 14th day of July, A. D. one thousand eight hundred and eighty.

The condition of this obligation is such that whereas lately at a session of the circuit court of the United States for the eastern district of Michigan, sitting in equity, on the 12th day of July, A. D. 1880, in a suit pending in said court between said Joseph L. Hudson, assignee as aforesaid, John E. Wells, and Salmon S. Matthews as complainants, and Max Schott as defendant, a final decree was rendered against the said Max Schott, and he, the said Max Schott, has in open court on the 14th day of July, A. D. 1880, claimed an appeal to the Supreme Court of the United States to reverse the said decree in the aforesaid suit, and the said appeal has been by Hon. Henry B. Brown, sitting as judge of said court, duly allowed on the day and year last aforesaid, and within the term in which said decree was rendered:

Now, if the said Max Schott shall prosecute his said appeal to effect and answer all damages and costs, including just damages for delay and costs and interests on said appeal, if he fails to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

SIGMOND ROTHSCHILD. [SEAL.]
FEIST ROTHSCHILD. [SEAL.]

Signed, sealed, & delivered in presence of—
GEORGE S. HOSMER.

Approved by—
HENRY B. BROWN. [SEAL.]

740 (Indorsed:) 2405. Bond on appeal. Joseph L. Hudson, assignee, etc., vs. Max Schott. Bond on appeal. Filed July 16th, 1880. A. Mandell, clerk.